

File No. 240151

Committee Item No. 4

Board Item No. 3

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date May 15, 2024

Board of Supervisors Meeting Date May 21, 2024

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
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| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Project Narrative 1/22/2024</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>RED Presentation 5/15/2024</u> |
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Completed by: Brent Jalipa Date May 9, 2024

Completed by: Brent Jalipa Date May 16, 2024

1 [Revocable Permit to Enter and Use Property Agreement - Mission Neighborhood Centers,
2 Inc. - Children’s Waiting Room - Hall of Justice, 850 Bryant Street - \$1 Annual Base Rent]

3 **Resolution approving and authorizing the Director of Property to enter into a**
4 **Revocable Permit to Enter and Use Property Agreement (“Permit”) for 355 square feet**
5 **of City owned space at the Hall of Justice (HOJ) located at 850 Bryant Street with**
6 **Mission Neighborhood Centers, Inc., a California non-profit public benefit corporation,**
7 **for the operation of a waiting room for children of HOJ visitors, guests, and City**
8 **employees who are attending court at the Hall of Justice, for a term of five years**
9 **effective upon approval of this Resolution, at an annual permit fee of \$1; finding that**
10 **the Permit furthers a proper public purpose sufficient to meet the San Francisco**
11 **Administrative Code, Section 23, market value requirements; and authorizing the**
12 **Director of Property to execute documents, make certain modifications and take certain**
13 **actions in furtherance of entering into the Permit and this Resolution, as defined**
14 **herein.**

15
16 WHEREAS, The California Superior Court (“Court”), which operates court facilities at
17 the Hall of Justice (“HOJ”), operated a children’s waiting room (“CRW”) at HOJ for the last
18 eleven-plus years under a Revocable Permit to Enter and Use Property issued by the Real
19 Estate Division (“RED”) in 2012; and

20 WHEREAS, The Court closed down the CRW at the onset of the COVID-19 pandemic
21 in 2020; and

22 WHEREAS, The Court desires to re-open a CRW and has contracted with a non-profit
23 organization, Mission Neighborhood Centers, Inc., to operate a children’s waiting room within
24 the same space, Room 106, consisting of approximately 355 square feet, at the Hall of Justice
25 to: 1) provide a safe place for children accompanying their parents, guardians, caregivers,

1 etc., while tending to Court matters at the Hall of Justice; 2) protect children from the difficult
2 and often stressful atmosphere surrounding Court proceedings; and 3) to reduce noise
3 disruption in the courtroom; and

4 WHEREAS, The Permit provides for a \$1 annual permit fee without annual
5 adjustments; and

6 WHEREAS, The Director of Property has opined that the \$1 annual permit fee is below
7 the fair market rental value for the space and finds that the benefit of having a safe and caring
8 place for children to attend while the residents of the City and County of San Francisco and
9 those having to go to Court at the Hall of Justice is equal to or greater than the fair market
10 rental value of the space; and

11 WHEREAS, The Permittee will be responsible for all its own services and tenant
12 improvements; now, therefore, be it

13 RESOLVED, That in accordance with the recommendation of the Director of Property,
14 the Director of Property is hereby authorized to take all actions necessary to execute the
15 Permit (a copy of which is on file with the Clerk of the Board of Supervisors in File
16 No. 240151) at Hall of Justice for the children's waiting room with Permittee, at a base rent of
17 \$1 per year, for a five-year term; and, be it

18 FURTHER RESOLVED, That the below market rental rate of \$1 annually for the Permit
19 furthers a proper public purpose sufficient to meet the requirements of Administrative Code,
20 Section 23.33, by providing a free, safe and nurturing space at the Hall of Justice for parents
21 and City employees having to attend Court; and, be it

22 FURTHER RESOLVED, That commencing upon approval of this Resolution and
23 continuing for five years, the annual fee shall be \$1; and, be it

24
25

1 FURTHER RESOLVED, That all actions taken by any the Director of Real Estate and
2 other officers of the City with respect to entering into this Permit are hereby approved,
3 confirmed, and ratified; and, be it

4 FURTHER RESOLVED, That the Director of Property is authorized to take any actions
5 in furtherance of entering into, amending, or modifying the Permit, if said action is, determined
6 by the Director of Property, and in consultation with the City Attorney, to be in the best
7 interests of the City, does not decrease the permit fee or otherwise materially increase the
8 obligations or liabilities of the City, necessary or advisable to effectuate the purposes of the
9 Permit, or this Resolution, and in compliance with all applicable laws, including the City's
10 Charter; and, be it

11 FURTHER RESOLVED, That the Competitive Bidding Procedures would be impractical
12 in light of the Court's existing agreement with the Permittee and the prior use of the space as
13 a children's waiting room; and, be it

14 FURTHER RESOLVED, That within thirty (30) days of the Permit being fully executed
15 by all parties, the Director of Property shall provide the final Permit to the Clerk of the Board
16 for inclusion into the official file.

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18

19

RECOMMENDED:

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21

22

/s/ _____

23

Andrico Q. Penick

24

Director of Real Estate

25

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

Mission Neighborhood Centers, Inc.
Permittee

to enter and use property located at
850 Bryant Street, Room 106
San Francisco, California

January 18, 2024

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EXHIBIT A – Permit Area

EXHIBIT B – City Holidays

EXHIBIT C – First Source Hiring Agreement

EXHIBIT D – Rules and Regulations

CITY AND COUNTY OF SAN FRANCISCO
REVOCABLE PERMIT
TO ENTER AND USE PROPERTY
(850 Bryant Street, San Francisco)

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this “**Permit**”), dated for reference purposes only as of January 18, 2024, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and Mission Neighborhood Centers, Inc., a California nonprofit public benefit corporation (“**Permittee**”).

City and Permittee agree as follows:

1. LICENSE

City grants to Permittee a revocable, personal, unassignable, non-exclusive, and non-possessory privilege to enter on and use a portion of that certain real property owned by City located at 850 Bryant Street (Assessor’s Parcel Number Block 3759, Lot 042) in the City and County of San Francisco, commonly known as the “Hall of Justice,” (“**Building**”) more particularly designated Room 106 of the Building shown in Exhibit A attached to this Permit (the “**Permit Area**”), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, revocable at any time at the will of City and nothing in this Permit constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Permit Area, or any portion of it. The privilege given to Permittee under this Permit is effective only to the extent of City’s rights in the Permit Area, and Permittee will obtain any further permission necessary because of any other existing rights affecting the Permit Area.

2. USE OF PERMIT AREA

2.1 Scope of Permitted Use

Permittee has entered into contract with the California Superior Court of San Francisco to operate a children’s waiting room at the Hall of Justice.

Permittee may enter and use the Permit Area for the term hereof, as may be extended from time to time, for the sole purpose of providing free drop-in childcare for the clients of the California Superior Court (“**Court**”) during the Court’s operating hours (Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding City holidays), and for no other purpose whatsoever. The City observed holidays are listed on Exhibit B, attached hereto. Permittee shall consult with the Court as to the Court’s observed holidays which may differ from the City.

3. INSTALLATION OF FACILITIES

Permittee may install certain alterations and improvements on the Permit Area upon the prior written approval by the City under this Permit (the “**Improvements**”) on the Permit Area and the satisfaction of the following conditions, which are for the sole benefit of City:

3.1 Approval of Plans and Specifications

Permittee will install the Improvements in accordance with plans and specifications approved in advance and in writing by City.

3.2 Permits and Approvals

Before beginning any work to install the Improvements ("**Improvement Work**"), Permittee must obtain all permits, licenses, and approvals of any regulatory agencies required to commence and complete the Improvements (collectively, "**Approvals**"). Promptly after receipt of the Approvals, Permittee will deliver copies of them to City. Permittee acknowledges that no approval by City under this Permit for purposes of the Improvements will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction required for the Improvements, and nothing in this Permit will limit Permittee's obligation to obtain all Approvals, at Permittee's sole cost.

3.3 Prevailing Wages and Working Conditions

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Permittee will require its contractors and subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Permit Area to (1) pay workers performing such work not less than the highest prevailing rate of wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "**Prevailing Wage Requirements**"). Permittee will cooperate with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Prevailing Wage Requirements. For current Prevailing Wage rates, see www.sfgov.org/olse/prevailingwages or call the City's Office of Labor Standard Enforcement at 415-554-6235.

(b) Permittee will include and will require its contractors and subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third-party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any contractor or subcontractor in accordance with San Francisco Administrative Code Section 23.61. Permittee's failure to comply with its obligations under this Section will constitute a material breach of this Permit. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party.

(c) Permittee will also pay, and will require its contractors and subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for the following activities on the Permit Area as set forth in and to the extent required by San Francisco Administrative Code Chapter 21C: a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 21C.3), a Show (as defined in Section 21C.4), a Special Event (as defined in Section 21C.8), Broadcast Services (as defined in Section 21C.9), Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 21C.10), and Security Guard Services for Events (as defined in Section 21C.11).

3.4 RESERVED

3.5 Baseline

Permittee must document the condition of the Permit Area before the commencement of any work through the use of photographs, maps, and any other appropriate documentation to provide a pre-work baseline to monitor impacts. Permittee will consult with City to determine the appropriate documentation. Permittee will provide City with a copy of that documentation before any work begins.

3.6 Exercise of Due Care

Permittee will use, and will cause its Agents (as defined in Section 20 below) to use, due care at all times to avoid any damage or harm to City's property. Permittee will do everything reasonably within its power, both independently and on request by City, to prevent and suppress fires on and adjacent to the Permit Area attributable to Permittee's actions or inactions.

3.7 Cooperation with City Personnel

Permittee and its Agents will work closely with City personnel to avoid disruption (even if temporary) of City property in, under, on, or about the Permit Area and City uses of the Permit Area. Construction sites must be screened with temporary fencing where possible to reduce visual impact.

3.8 Work Schedule

At least fifteen (15) days before commencing any work on the Permit Area Permittee will notify Elsa Lamb, HOJ Facilities Manager via email at elsa.lamb@sfgov.org of the date such work will commence and the intended schedule.

3.9 Restoration of Permit Area

Immediately following completion of any work on the Permit Area, Permittee will remove all debris and any excess dirt and restore the Permit Area to its condition immediately before Permittee's use, to the satisfaction of City.

3.10 Responsibility for Maintenance and Repairs of Facilities

Permittee will be solely responsible for maintaining all facilities placed in or on the Permit Area in good and safe condition, and City will have no duty whatsoever for any maintenance of the Permit Area or any facilities in the Permit Area.

Permittee shall be responsible for all improvements, maintenance, repairs, and operating expenses associated with the Permit Area.

3.11 Revocability

Permittee acknowledges that the installation of any facilities in the Permit Area will not in any way limit City's right to revoke this Permit or limit any of City's other rights under this Permit or at law or in equity.

4. RESTRICTIONS ON USE

Permittee acknowledges that the following uses of the Permit Area by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Permit and are strictly prohibited. The uses listed below are not exclusive and this Section does not limit the City's authority to specify additional restrictions on the use of the Permit Area, in City's sole discretion.

4.1 Improvements

Except as otherwise expressly provided in this Permit, Permittee may not construct or place any temporary or permanent structures or improvements on the Permit Area, and Permittee will not alter any existing structures or improvements on the Permit Area.

4.2 Dumping

Permittee may not dump or dispose of refuse or other unsightly materials on, in, under, or about the Permit Area.

4.3 Hazardous Material

Permittee will not cause, and Permittee will not allow any of its Agents or Invitees (as defined in Section 20 below) to cause, any Hazardous Material (as defined below) to be brought on, kept, used, stored, generated, or disposed of in, on, or about the Permit Area, or transported to or from the Permit Area. Permittee will immediately notify City when Permittee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, or about the Permit Area. Permittee will comply with all laws requiring notice of releases or threatened releases to governmental agencies, and will take all action necessary to mitigate the release or minimize the spread of contamination. If Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee will, without cost to City and in accordance with all laws and regulations, restore the Permit Area to the condition immediately before the release. In connection with the release and restoration of the Permit Area, Permittee will give City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material. "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or under California Health & Safety Code Section 25316; a "hazardous waste" listed under California Health & Safety Code Section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Permit Area.

4.4 Nuisances

Permittee will not conduct any activities on or about the Permit Area that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property or to the public.

4.5 Damage

Permittee will not do anything in, on, under or about the Permit Area that will cause damage to any of City's property.

5. RESERVED

6. PERMIT FEES

Permittee will pay to City a one-time non-refundable permit fee of \$1,200.00 to cover City's processing, inspection, and other administrative costs. The fee is payable at the same time Permittee signs and delivers this Permit to City. Payment must be made in cash or by good check payable to the City and County of San Francisco and delivered to City's Director of Property at the primary address for notices to City specified below, or any other place that City may designate in writing. In addition, throughout the term of this Permit beginning on the date on which the term of this Permit commences, Permittee will pay to City an annual fee in the amount of \$1.00 for Permittee's use of the Permit Area. Permittee will pay the annual fee to City in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, on or before the first day of the term of this Permit and on or before the first day of each following month. Without limiting its right to revoke this Permit or any of its other rights, City may increase the monthly use fee at any time and from time to time on not less than thirty (30) days' written notice to Permittee.

Permittee acknowledges that its late payment to City of any monthly fee or other sums due from Permittee under this Permit under will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if any permit fee or any other sum due from Permittee, is not received by City within fifteen (15) days after it is due, then Permittee must pay to City a late charge of One Hundred Fifty Dollars (\$150). The parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur because of Permittee's late payment. City's acceptance of a late charge by City neither constitutes a waiver of Permittee's default regarding the overdue amount, nor prevents City from exercising any of the other rights and remedies.

7. TERM OF PERMIT; REVOCABILITY

The privilege given to Permittee under this Permit is temporary only and will commence upon execution by the Director of Property and will expire at 5:00 p.m. sixty (60) months after execution by the Director of Property, unless sooner terminated by Permittee by providing 120 days written notice to City. Without limiting any of its rights under this Permit, City may at its sole option freely revoke this Permit at any time before the expiration date, without cause and

without any obligation to refund any part of any fee or other charge paid under this Permit or pay any consideration to Permittee.

If Permittee continues to operate in the Permit Area after the expiration of this Permit with the express consent of City, then Permittee's use will be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions of this Permit, as applicable (for example, except for those pertaining to the term). Any continued use of the Permit Area after the expiration or termination of this Permit without the City's consent will be at a monthly permit fee equal to One-Hundred Dollars (\$100.00) per month, and will constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit and at law, even if City elects to accept one or more payments of the monthly permit fee.

8. INSURANCE

(a) Permittee will procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any work or construction activities on the Permit Area insurance as follows:

(i) Commercial General Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Permittees and Contractors, Personal Injury, Permit Area and Operations Liability, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability and Completed Operations. The policy shall include abuse and molestation coverage. As well the policy shall provide for fire legal liability in which the insurer will pay those sums that the named insured becomes legally obligated to pay as damages because of direct physical loss to covered property caused by accident and arising out of any covered cause of loss.;

(ii) Business Automobile Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable if Permittee uses or causes to be used any automobiles in connection with its use of the Permit Area; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness. The Workers' Compensation policy shall be endorsed with a Waiver of Subrogation in favor of the City for all work performed by the Permittee, its employees, agents and any subcontractors.

(iv) Property Insurance coverage, on an all-risk form, or an equivalent form acceptable to City, for one hundred percent (100%) of the full replacement value of the furniture, trade fixtures, office equipment and other personal property in the Permit Area and any permitted alterations, with the amount of any deductible to be subject to City's approval, which shall not be unreasonably withheld. Such insurance shall include City as insured as their respective interests may appear.

(b) All liability policies must provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents, and employees; and

(ii) specify that the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. The policies must also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any insured, and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this Permit will be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding non-negligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All insurance policies Permittee is required to maintain must provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal, or reduction in coverage to both Permittee and City. Notice to City will be mailed to the address(es) for City set forth in Section 42 below.

(d) Before the commencement date of this Permit, Permittee will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required, together with complete copies of the policies at City's request. If Permittee fails to procure the required insurance, or to deliver the policies or certificates, then City may procure the required insurance for the account of Permittee, and Permittee will pay the cost of those policies will to City within five (5) days after delivery an invoice.

(e) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, then the general aggregate limit must be double the occurrence or claims limits specified above.

(f) If any of the required insurance is provided under a claims made form, then Permittee will maintain that coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration or termination, to the effect that, if any occurrences during the Permit term give rise to claims made after expiration or termination of the Permit, then those claims will be covered by the claims-made policies.

(g) Permittee will also ensure that any janitorial service retained by Permittee to clean the Permit Area will provide all necessary insurance including Commercial General Liability Insurance and Workers' Compensation Insurance with a Waiver of Subrogation in favor of the City and will name the City and County of San Francisco and its officers, agents and employees as additional insureds, as their respective interests may appear hereunder.

(h) On City's request, Permittee and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee to conform to the general commercial practice.

(i) Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations under this Permit. Notwithstanding anything to the contrary in this Permit, this Permit will terminate immediately, without notice to Permittee, on the lapse of any required insurance coverage. Permittee will be responsible, at its expense, for separately insuring Permittee's personal property.

9. RESERVED

10. COMPLIANCE WITH LAWS

Permittee will, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall be registered with the California Attorney General's Registry of Charitable Trust upon execution of this Permit and shall maintain such registration at all times during the term of this Permit, as may be extended under the terms hereof. Permittee will, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this Permit. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing in this Permit will limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

11. COVENANT TO MAINTAIN PERMIT AREA

In connection with its use of the Permit Area, Permittee will at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary, and sightly condition. Permittee shall adhere to the Rules and Regulations of the Permit Area and Building more particularly described in Exhibit C attached to this Permit.

12. REMOVAL OF IMPROVEMENTS

Without limiting any of City's other rights under this Permit or otherwise, Permittee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the Permit Area by or for Permittee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the Permit Area, with the maintenance or repair the Permit Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency City may, at its sole option and without notice, alter, remove, or protect at Permittee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee.

13. SURRENDER

On the expiration of this Permit or within ten (10) days after any other termination of this Permit, Permittee will surrender the Permit Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Permittee will remove all of its property from the Permit Area and any signs or any other improvements permitted under this Permit, and will repair, at no cost to City, any damage to the Permit Area caused by that removal. Permittee's obligations under this Section will survive any termination of this Permit.

14. WAIVER OF CLAIMS; WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES

(a) Neither City nor any of its Agents, or their employees, will be liable for any damage to the property of Permittee, its Agents or Invitees, or their employees, or for any bodily injury or death to any persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of that fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if the expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, if City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

Permittee expressly acknowledges and agrees that the fees payable under this Permit do not take into account any potential liability of City for any consequential, special, or incidental damages including, but not limited to, lost profits and wages arising out of disruption to the facilities or Permittee's uses under this Permit. City would not be willing to give this Permit in the absence of a complete waiver of liability for consequential, special, and incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes all risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential, special, and incidental damages (including, without limitation, lost profits and wages), and covenants not to sue for such damages, City, its Agents, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized under this Permit, including, without limitation, any

interference with uses conducted by Permittee under this Permit, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its Agents.

(d) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Permittee acknowledges that the releases contained in this Permit includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee acknowledges that it has agreed to this Permit with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Permittee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this Permit will survive any termination of this Permit.

15. REPAIR OF DAMAGE

If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by Permittee, its Agents or Invitees or as a result of any activities conducted by Permittee, its Agents or Invitees, Permittee will immediately, at no cost to City repair any and all the damage and restore the Permit Area or property to its previous condition.

16. SIGNS

Permittee will not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the Permit Area, except for any temporary sign that is necessary for Permittee's use so long as Permittee first obtains City's written consent, which City may give or withhold in its sole discretion.

17. UTILITIES AND SERVICES

City shall be responsible for furnishing and paying for water, sewer and electricity as currently available within the Permit Area. Permittee shall complete trash and recycling removal from the Permit Area to the designated trash and recycling receptacles within the Building, and City shall provide trash and recycling removal from said designated locations at no additional expense to Permittee. Permittee shall furnish, at no cost to City, all services and equipment necessary for its operation of the Permit Area, including telecommunications, janitorial services, and pest control.

Permittee acknowledges that janitorial services in the Permit Area will not be provided by City and are the responsibility of Permittee. Permittee has informed City that the Court intends to have their janitorial vendor, MEK Enterprises, provide janitorial services to the Permit Area.

18. CITY'S RIGHT TO CURE PERMITTEE DEFAULTS

If Permittee fails to perform any of its obligations under this Permit, to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy the failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this Permit or otherwise, and nothing in this Permit will imply any duty of City to do any act that Permittee is obligated to perform. Permittee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy the default. Permittee's obligations under this Section will survive the termination of this Permit.

19. NO COSTS TO CITY

Permittee will bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and will keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

20. INDEMNITY

Permittee will indemnify, defend, and hold harmless City, its commissions, departments, boards, officers, agents, employees, contractors or subcontractors (collectively, "**Agents**"), and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "**Losses**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Permit Area, or any part of it, whether the person or property of Permittee, its Agents, its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating in any manner to any use or activity by Permittee; **(b)** any failure by Permittee to faithfully observe or perform any of the terms, covenants, or conditions of this Permit; **(c)** the use of the Permit Area or any activities conducted by Permittee, its Agents, or Invitees; or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents, or Invitees, on, in, under, or about the Permit Area, any improvements on the Permit Area, or into the environment; except solely to the extent of Losses resulting directly and solely from the willful misconduct of City or City's authorized representatives. The foregoing indemnity includes, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section will survive the expiration or other termination of this Permit.

21. "AS IS" CONDITION OF PERMIT AREA; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS

Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities on the Permit Area for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules, and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title, and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether those matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area, including, without limitation, the suitability of the Permit Area for its uses. Permittee, at its own expense, will obtain all permissions or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the Permit Area in the manner contemplated under this Permit.

Under California Civil Code Section 1938, to the extent applicable to this Permit, Permittee is advised that the Permit Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the Permit Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Permit Area, City may not prohibit Permittee from obtaining a CASp inspection of the Permit Area for the occupancy or potential occupancy of Permittee if requested by Permittee. City and Permittee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Permit Area.

22. NO ASSIGNMENT

This Permit is personal to Permittee and may not be assigned, conveyed, or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey, or otherwise transfer this Permit will be null and void and cause the immediate termination of this Permit.

23. CESSATION OF USE

Permittee will not terminate its activities on the Permit Area without prior written notice to City.

24. NO JOINT VENTURES OR PARTNERSHIP; NO AUTHORIZATION

This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, or relating to the Permit Area.

25. MACBRIDE PRINCIPLES - NORTHERN IRELAND

The provisions of San Francisco Administrative Code Section 12F are incorporated into this Permit by this reference and made part of this Permit. By signing this Permit, Permittee confirms that Permittee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

26. NON-DISCRIMINATION

26.1 Covenant Not to Discriminate

In the performance of this Permit, Permittee will not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

26.2 Subcontracts

Permittee will include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to the subcontractor in substantially the form of Subsection 25.1 above. In addition, Permittee will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and will require all subcontractors to comply with those provisions. Permittee's failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

26.3 Non-Discrimination in Benefits

Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

26.4 Condition to Permit

As a condition to this Permit, Permittee will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting

documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the “CMD”). Permittee represents that prior to execution of this Permit, (i) Permittee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

26.5 Incorporation of Administrative Code Provisions by Reference

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including, but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that under Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

27. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b). Permittee will not, except as permitted by the application of sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

28. NOTIFICATION OF PROHIBITION ON CONTRIBUTIONS

Through its execution of this Permit, Permittee acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Permittee further acknowledges that (i) the prohibition on contributions applies to each Permittee; each member of Permittee's board of directors, and Permittee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee and (ii) within thirty (30) days of the submission of a proposal for the Permit, the City department with whom Permittee is contracting is obligated to submit to the Ethics Commission the parties to the Permit

and any sublicensee. Additionally, Permittee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

29. POSSESSORY INTEREST TAXES

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on that interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the Permit Area that may be imposed on Permittee by applicable law. Permittee will pay all of charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this Permit be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Permittee must provide a copy of this Permit to the County Assessor not later than sixty (60) days after the commencement date of this Permit, and any failure of Permittee to timely provide a copy of this Permit to the County Assessor will be a default under this Permit. Permittee will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

30. RESTRICTION ON THE USE OF PESTICIDES

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Permittee will not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City’s written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (ii) describes the steps Permittee will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Permittee’s primary IPM contact person with the City. Permittee will comply, and will require all of Permittee’s contractors to comply, with the IPM plan approved by the City and will comply with the requirements of sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, those provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (c) impose certain notice requirements, and (d) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee’s staff or contractors.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

31. PROHIBITION OF TOBACCO SALES AND ADVERTISING

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Permittee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Permit Area and such prohibition must be included in all subleases or other agreements allowing use of the Permit Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

32. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

33. DRUG-FREE WORKPLACE

Permittee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City premises. Permittee agrees that any violation of this prohibition by Permittee, its Agents, or Invitees will be a material breach of this Permit.

34. CONFLICTS OF INTEREST

Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee will immediately notify the City.

35. FOOD SERVICE AND PACKAGING WASTE REDUCTION

Permittee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Permit by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. Permittee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City's rights under this Permit or otherwise for a breach of this Section, and are in addition to City's rights and remedies under this Permit and at law or in equity. Accordingly, Permittee acknowledges that City contractors may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract, and must instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Permit.

36. FIRST SOURCE HIRING AGREEMENT

Permittee and City are parties to the First Source Agreement attached to this Permit as Exhibit C under San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**"). Any default by Permittee under the First Source Agreement will be a default under this Permit.

37. SAN FRANCISCO PACKAGED WATER ORDINANCE

Permittee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Permittee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Permit or on City property unless Permittee obtains a waiver from the City's Department of the Environment. If Permittee violates this requirement, the City may exercise all remedies in this Permit and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

38. SUGAR-SWEETENED BEVERAGE PROHIBITION

Permittee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Permit.

39. RESERVED

40. PERMITTEE'S COMPLIANCE WITH CITY BUSINESS AND TAX AND REGULATIONS CODE

Permittee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Permittee under this Permit is withheld, then City will not be in breach or default under this Permit, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Permittee, without interest, late fees, penalties, or other charges, upon Permittee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

41. RESERVED

42. NOTICES

Except as otherwise expressly provided in this Permit, any notices given under this Permit will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Real Estate Division
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property
Re: 850 Bryant Street, Room 106 Permit

Permittee: Mission Neighborhood Centers, Inc.
362 Capp Street
San Francisco, CA 94110
Attn: Isabel St. Germain

Notices under this Permit will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the parties.

43. SEVERABILITY

If any provision of this Permit or the application of a provision of this Permit to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Permit, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this Permit will be valid and be enforceable to the fullest extent permitted by law, except to the extent that

enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

44. COUNTERPARTS

This Permit may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

45. COOPERATIVE DRAFTING

This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party will be considered the drafter of this Permit, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Permit.

46. GENERALLY APPLICABLE PROVISIONS

(a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in the written waiver. (c) All approvals and determinations of City requested, required, or permitted under this Permit may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) attached to this Permit) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged into this Permit. (e) The section and other headings of this Permit are for convenience of reference only and will be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit will be governed by California law and the City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Permit shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Permit has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court. (h) If Permittee consists of more than one person then the obligations of each person will be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee under this Permit, this Permit will be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (k) If City sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. (l) All exhibits attached to this Permit are incorporated by reference.

[SIGNATURES ON FOLLOWING PAGE]

Permittee represents and warrants to City that it has read and understands the contents of this Permit and will comply with and be bound by all of its provisions.

PERMITTEE:

MISSION NEIGHBORHOOD CENTERS, INC.,
a California nonprofit for public benefit corporation

By:  _____

Isabel St. Germain
Chief Program Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Andrico Q. Penick
Director of Property
(pursuant to San Francisco Board of
Supervisors Resolution No. _____)

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____

Vincent Brown
Deputy City Attorney

EXHIBIT A

Permit Area

San Francisco Hall of Justice

Room 106

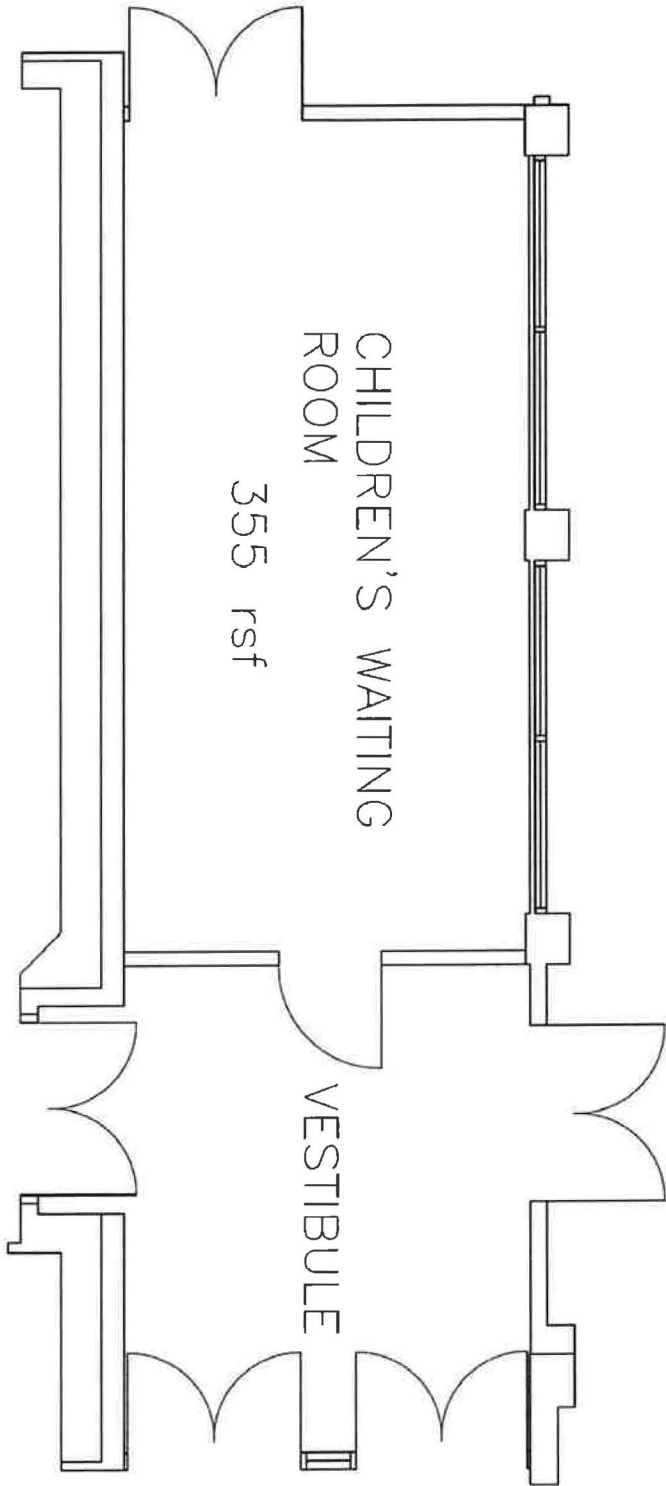


EXHIBIT B

City Holidays

The City observes the following holidays:

New Year's Day
Martin Luther King, Jr. Birthday
Presidents' Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Indigenous Peoples' Day
Veterans' Day
Thanksgiving
Day after Thanksgiving
Christmas Day

If any of these legal holidays falls on a Sunday, the Monday becomes the legal holiday. If any of these holidays falls on a Saturday, the preceding Friday is observed as a holiday.

EXHIBIT C

First Source Hiring Agreement

(See following attachment)



**Exhibit B-1: First Source Hiring Program Exhibit
For Business Commercial Operations, and/or End Use Occupancy of a Covered Building**

This First Source Hiring Program Exhibit to the MOU Agreement (Exhibit), is made as on

_____, by and between _____

(the "Lessee"), and the First Source Hiring Program Administration, (the "FSHP"), collectively the "Parties":

RECITALS

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a FSHP MOU Agreement between the project sponsor and FSHP due to the issuance of a building permit for 25,000 square feet or more of floor space or constructed ten or more residential units; and,

WHEREAS, the project sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract"); and

WHEREAS, as a material part of the consideration given by Lessee under _____ contract, Lessee has agreed to execute this Exhibit and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

I. DEFINITIONS

For purposes of this Exhibit, initially capitalized terms shall be defined as follows:

- a. Entry Level Position: Any position that requires less than two (2) years training or specific preparation, and shall include temporary and permanent jobs.
- b. Lessee: Tenant, business operator and any other occupant of the building requiring an FSHP Agreement as defined in San Francisco Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying the building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

CONTACT

employer services@sfgov.org

(415) 701-4848 main

1 South Van Ness Avenue, 5th Floor, San Francisco, CA

(415) 701-4894 fax





- c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background, and skill sets for a Lessee specified Entry Level Position.
- d. Workforce System: The System established by the City and County of San Francisco and managed by OEWD for maintaining 1. A pool of qualified individuals; and 2. The mechanism by which individuals are certified and referred to prospective employers covered by the FSHP requirements under this Chapter.



2. LESSEE OBLIGATIONS

- a. Lessee shall notify OEWD of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates from the Workforce System prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.
- b. Lessee shall accurately complete and submit the "First Source Employer's Projection of Entry-Level Positions" to OEWD upon execution of this Exhibit.
- c. Lessee shall register with OEWD's data system, upon execution of this Exhibit.
- d. Lessee shall notify OEWD of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD.
- e. If Lessee's operations create Entry Level Positions, Lessee will provide good faith efforts to meet the hiring goals established by the FSHA for filling open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- f. Nothing in this Exhibit shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Exhibit and an existing agreement, the terms of the existing agreement shall supersede this Exhibit.
- g. This Exhibit shall be in full force and effect throughout the Lessee's occupancy of the building.
- h. Lessee's failure to meet the criteria set forth in this Exhibit may trigger a review of the referral process and compliance with this Exhibit. Failure to comply with the MOU and Exhibit to the MOU may result in penalties as defined in San Francisco Administrative Code Chapter 83. Lessee agrees to review San Francisco Administrative Code Chapter 83, and execution of the MOU and Exhibit to the MOU denotes that Lessee agrees to its terms and conditions.

3. NOTICE

CONTACT

 employer.services@sfgov.org
 (415) 701-4848 main

 1 South Van Ness Avenue, 5th Floor, San Francisco, CA
 (415) 701-4894 fax



All notices to be given under this Exhibit shall be in writing and sent via mail or email as follows:

ATTN: Business Services, Office of Economic and Workforce Development
1 South Van Ness Avenue, 5th Floor, San Francisco, CA 94103
Email: Employer.Services@sfgov.org

4. ADDITIONAL TERMS

This Exhibit contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Exhibit shall be held invalid or unenforceable, the remainder of this Exhibit shall not be affected. If Exhibit is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Exhibit shall inure to the benefit of and shall be binding upon the parties to this Exhibit and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

Section titles and captions contained in this Exhibit are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Exhibit or the intent of any of its provisions. This Exhibit shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

Date: _____

Signature: _____

Name of Authorized Signer: _____

Company: _____

Address: _____

City, State, Zip: _____

Phone: _____

Email: _____

CONTACT

employer.services@sfgov.org

(415) 701-4848 main

1 South Van Ness Avenue, 5th Floor, San Francisco, CA

(415) 701-4894 fax

EXHIBIT D

RULES AND REGULATIONS

Mission Neighborhood Center
850 Bryant Street, Room #106)

- 1) The sidewalks, halls, passages, vestibules, exits, entrances and stairways of the Building shall not be obstructed by Permittee or used by it for any purpose other than ingress and egress from the Permit Area. Permit is not permitted access to the roof of the Building. Permittee shall at all times comply with any rules or orders of the San Francisco Fire Department with respect to ingress and egress.
- 2) Permittee shall at all times comply with all fire codes and occupancy codes of the San Francisco Fire Department.
- 3) Permittee shall coordinate move-in and move-out dates with the California Superior Court who will escort and assist Permittee with the scheduling and use of the building's freight elevator and provide notice to the HOJ Facilities Manager. Permittee is not permitted to operate the freight elevator on their own.
- 4) Permittee shall inform delivery companies not to leave packages or deliveries for Permittee unattended at the loading dock. Delivery companies shall notify Permittee of deliveries by using phone located at loading dock or by other reasonable means.
- 5) No sign, placard, picture, name, advertisement or notice visible from the exterior of the Permit Area shall be installed or displayed by Permittee on any part of the outside or inside of the Building without the prior written consent of the City. City shall have the right to remove, at Permittee's expense and without notice, any signed installed or displayed in violation of this rule. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the Permittee by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
- 6) The Permit Area shall not be used for the storage of merchandise held for sale to the general public or for lodging.
- 7) Permittee shall not sell, or permit the sale from the Permit Area of, or use or permit the use of any sidewalk or area adjacent to the Permit Area for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Permittee carry on, or permit or allow any employee or other persons to carry on business in or from the Permit Area, nor shall the Permit Area be used for manufacturing of any kind, or for any business activity other than that specifically provided for in Permittee's permit.
- 8) No cooking will be allowed in the Permit Area and/or Building.
- 9) Space heaters and fans are not allowed or permitted.
- 10) Permittee shall not hang anything from the ceiling and fire sprinklers within the Permit Area or Building.
- 11) Permittee shall not change locks to any doors of the Permit Area.
- 12) Permittee shall not use or keep in the Permit Area or the Building any kerosene, gasoline or flammable, combustible or noxious fluid materials or use of any method of heating or air conditioning.
- 13) In the case of invasions, mob, riot, or public excitement, unrest, or other circumstances rendering such action advisable in City's opinion, City reserves the right to prevent

access to the Building during the continuance of same by such actions as City may deem appropriate, including closing any doors in the Building.

- 14) Permittee shall see that the doors of the Permit Area are closed and locked and that all utilities are shut off before Permittee or Permittee's employees and staff leave the Permit Area, so as to prevent waste or damage.
- 15) Permittee assumes all responsibility for protecting the Permit Area from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
- 16) Permittee shall not install any radio or television antennas, loudspeaker, or other devices on or about the roof area or exterior walls of the Building. Permittee shall not interfere with cellular, radio, or television broadcasting or reception from the Building or elsewhere.
- 17) No animals or birds shall be permitted in the Permit Area or the Building, except for seeing eye dogs when in the company of their masters.
- 18) Wherever the word "Permittee" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Permittee's associates, agents, clerks, employees and visitors. Wherever the word "City" occurs in these Rules and Regulations, it is understood and agreed that it shall mean City's assigns, agents, officers, employees, and visitors.
- 19) These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any permit.
- 20) City reserves the right to make such other and reasonable rules and regulations in its judgement may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.
- 21) Permittee shall be responsible for the observance of all the Rules and Regulations by Permittee's employees, staff, agents, clients, customers, invitees and guests.

Children's Waiting Room at the Hall of Justice



MISSION NEIGHBORHOOD CENTERS, INC.

Five (5) Years – Revocable Permit to Enter and Use Agreement

HOJ Children's Waiting Room Background

- ▶ As part of its court functions at the Hall of Justice, the California Superior Court (Court) has for the last eleven-plus years operated a Children's Waiting Room (CWR) at HOJ under a revocable permit to enter and use property agreement (Permit) issued by the Real Estate Division to their operator;
- ▶ The Court closed down the CWR at the onset of the COVID-19 pandemic in 2020 and now desires to re-open the CRW. The Court has contracted with the non-profit Mission Neighborhood Centers, Inc. to operate the CRW at HOJ;
- ▶ Mission Neighborhood Centers, Inc. (MNC) will operate the CWR in the same space in Room 106 at HOJ as previously used.

HOJ Children's Waiting Room

Public Purpose

- ▶ To provide a safe place for children accompanying their parents, guardians, caregivers, etc., while tending to court matters at HOJ;
- ▶ To protect children from the difficult and often stressful atmosphere surrounding court proceedings;
- ▶ To reduce noise disruption in the courtroom;
- ▶ The benefit extends to the citizens of San Francisco called upon to fulfill their civic duty as jurors or potential jurors;
- ▶ City departments within the justice system, such as the Public Defender's Office and the District Attorney's Office will also benefit from this free drop-in public service while their clients attend court hearings as a litigants, witnesses, or for other court purposes at the Hall of Justice; and
- ▶ The Court anticipates providing services to approximately 150 to 600 children per year upon opening.

Deal Points

- ▶ **Term:** 5 Years
- ▶ **Rent:** \$1.00 /annually
- ▶ **Square Footage:** 355 square feet
- ▶ City may at any point, prior to the expiration date, revoke Permit without cause.
- ▶ Permittee may terminate permit at any time during the term of Permit by providing 120 days written notice to the City.
- ▶ No Tenant Improvements anticipated.



Questions?

Thank You

CITY AND COUNTY OF SAN FRANCISCO

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

(Hall of Justice Children's Waiting Room – Room 106)

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this "Permit") dated for reference purposes only as of February 15, 2012, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City"), and CENTER ON JUVENILE AND CRIMINAL JUSTICE, a California nonprofit public benefit corporation (Permittee").

City and Permittee agree as follows:

1. License; Permit Area. City confers to Permittee a personal, unassignable, non-exclusive and non-possessory privilege to enter upon and use that certain real property owned by City designated as Room 106 of the building located at 850 Bryant Street (the "Building"), commonly known as the San Francisco Hall of Justice Children's Waiting Room (Room 106), as generally depicted on Exhibit A attached hereto (the "Permit Area"), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, for the limited term specified below, and notwithstanding anything to the contrary herein, this Permit does not constitute a grant by City of any ownership, leasehold, easement or other property interest or estate whatsoever in the Permit Area, or any portion thereof. The privilege given to Permittee under this Permit is effective only insofar as the proprietary rights of City in the Permit Area are concerned, and Permittee shall obtain any further permission necessary because of any other existing rights affecting the Permit Area.

2. Use of Permit Area.

2.1. Permitted Use. Permittee and its volunteers may enter and use the Permit Area for a children's waiting room in Room 106 to provide a safe, positive environment for children whose parents have business with the courts. Permittee may also offer a weekly parenting class in the Permit Area.

2.2. No Unlawful Uses, Nuisances or Damage. Permittee shall not use, occupy or permit the use or occupancy of any of the Permit Area in any unlawful manner or for any illegal purpose, or permit any offensive, noisy or hazardous use or any waste on or about the Permit Area. Permittee shall take all reasonable precautions to eliminate any nuisances or hazards relating to its activities in the Permit Area. Permittee shall not do anything in or about the Permit Area that will cause damage to the Permit Area or the Building.

2.3. No Use of Other Building Areas. Permittee shall not conduct any business, place any display, or advertise in any manner in areas outside the Permit Area, except identification signs or notices in a location and size and design approved by City in its sole discretion.

2.4. No Improvements or Alterations. Permittee shall not make or permit any alterations, installations, additions or improvements, structural or otherwise (collectively, "Alterations"), in, to or about the Permit Area.

2.5. No Hazardous Materials. Without limiting the generality of Section 2.2 above, Permittee covenants and agrees that neither Permittee nor any of its agents or invitees shall cause or permit any hazardous material to be brought upon, kept, used, stored, generated or disposed of in, on or about the Permit Area or the Building, with the sole exception that Permittee may keep and use such substances in the Permit Area in such reasonably limited amounts as are customarily used for general office purposes (such as normal office cleaning supplies).

3. Permits; Regulatory Approvals. Permittee shall obtain all permits and regulatory approvals (collectively, "Approvals") of any regulatory agencies required to perform the proposed uses in the Permit Area. Permittee recognizes and agrees that no approval by City's Director of Property hereunder shall be deemed to constitute the approval of any federal, state or local regulatory authority with jurisdiction, and nothing herein shall limit Permittee's obligation to obtain all such regulatory Approvals, at Permittee's sole cost.

4. No Permit Fee; Reimbursement for Certain Costs. Except as provided in Section 32 below, there shall be no use fee for this Permit, provided, however, that Permittee only enters into or uses the Permit Area only for the permitted use specified above. Permittee shall pay any and all other payments it is obligated to make to City under this Permit, including, but not limited to, any payments that may arise under Section 6, Section 7, Section 11, Section 13, Section 14 and Section 25.

5. Term of Permit. City and Permittee acknowledge that Permittee is now, and will be at the commencement of the term hereof, in possession of the Permit Area pursuant to a lease, dated August 1, 2008 (the "Existing Lease"), between City, as landlord, and Permittee (as successor in interest to Northern California Service League), as tenant. Pursuant to the terms of that certain Lease Assumption and Termination Agreement, dated on or about the date hereof, the Existing Lease will terminate on the date immediately preceding the commencement of the term of this Permit. The privilege given to Permittee pursuant to this Permit is temporary only and shall commence on February 15, 2013 or such later date as this Agreement shall have been executed and delivered by the parties hereto, and shall expire on February 14, 2014, unless sooner terminated pursuant to the terms hereof. Without limiting any of its rights hereunder, City may at its sole option freely revoke this Permit at any time prior to such expiration date upon written notice to Permittee, without cause and without any obligation to pay any consideration to Permittee.

6. Insurance.

6.1. Permittee shall procure and keep in effect at all times during the term of this Permit, at Permittee's expense, insurance as follows:

(i) General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Contractors, Explosion, Collapse and Underground (XCU), Broadform Property Damage, Products Liability and Completed Operations;

(ii) Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable; and

(iii) Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than \$1,000,000 each accident.

6.2. All liability policies required hereunder shall provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents and employees; and (ii) specify that such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. Such policies shall also provide for severability of interests and that an act or omission of one of the named insureds which would void or otherwise reduce coverage shall not reduce or void the coverage as to any insured, and shall afford coverage for all claims based on acts, omissions, injury or

damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period.

6.3. All policies shall be endorsed to provide thirty (30) days' prior written notice of cancellation for any reason, non-renewal or reduction in coverage to City. Notice to City shall be mailed to the address(es) for City set forth in Section 31.

6.4. Prior to the commencement date of this Permit, Permittee shall deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required hereunder, together with complete copies of the policies at City's request. In the event Permittee shall fail to procure such insurance, or to deliver such policies or certificates, City may procure, at its option, the same for the account of Permittee, and the cost thereof shall be paid to City within five (5) days after delivery to Permittee of bills therefor.

6.5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above

6.6. Should any of the required insurance be provided under a claims made form, Permittee shall maintain such coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration, to the effect that, should any occurrences during the Permit term give rise to claims made after expiration of the Permit, such claims shall be covered by such claims-made policies.

6.7. Permittee's compliance with the provisions of this section shall in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations hereunder. Notwithstanding anything to the contrary in this Permit, this Permit shall terminate immediately, without notice to Permittee, upon the lapse of any required insurance coverage. Permittee shall be responsible, at its expense, for separately insuring Permittee's personal property.

7. Compliance With Laws. Permittee shall, at its expense, conduct and cause to be conducted all activities on the Permit Area allowed hereunder in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances and orders of any governmental or other regulatory entity (including, without limitation, the Americans With Disabilities Act), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed hereunder. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing herein shall limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

8. Covenant to Maintain Permit Area. In connection with its use hereunder, Permittee shall at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary and sightly condition, so far as the Permit Area may be affected by Permittee's activities hereunder.

9. Surrender. Upon the expiration or revocation or other termination of this Permit, Permittee shall surrender the Permit Area in the same condition as received, and broom clean, free from hazards and clear of all debris. At such time, Permittee shall remove all of its property from the Permit Area and any signs permitted hereunder, and shall repair, at its cost, any damage

to the Permit Area caused by such removal. Permittee's obligations under this section shall survive any termination of this Permit.

10. Waiver of Claims; Waiver of Consequential and Incidental Damages.

10.1. Neither City nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of Permittee, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

10.2. Permittee acknowledges that this Permit is freely revocable by City and in view of such fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if such expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that City exercises its right to revoke or terminate this Permit.

10.3. Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its departments, commissions, officers, directors and employees, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

10.4. In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

Permittee acknowledges that the releases contained herein includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee realizes and acknowledges that it has agreed upon this Permit in light of this realization and, being fully aware of this situation, it nevertheless intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained herein shall survive any termination of this Permit.

10.5. Waiver By Volunteers and Others. Without limiting the foregoing, Permittee hereby agrees to obtain from each staff or volunteer working in or using the Permit Area a signed waiver and release in the form attached hereto as Exhibit C.

11. Repair of Damage. If any portion of the Permit Area or any property of City located in the Permit Area or Building is damaged by any of the activities conducted by Permittee hereunder, Permittee shall immediately, at its sole cost, repair any and all such damage and restore the Permit Area or property to its previous condition.

12. Signs. Permittee shall not place, erect or maintain any sign, advertisement, banner or similar object on or about the Permit Area.

13. Utilities and Services. City shall be responsible for furnishing, at its cost, reasonable electrical service to the Permit Area and refuse removal from a central location. Permittee shall, at its sole cost, provide any custodial service required to maintain the Permit Area to standards appropriate to children's waiting room, such as regular and reasonable standard office custodial services cleaning and sanitizing the surfaces of furniture, equipment and toys.

14. City's Right to Cure Defaults by Permittee. If Permittee fails to perform any of its obligations under this Permit to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy such failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure such default (except that no such prior notice shall be required in the event of an emergency as determined by City). Such action by City shall not be construed as a waiver of any rights or remedies of City under this Permit, and nothing herein shall imply any duty of City to do any act that Permittee is obligated to perform. Permittee shall pay to city upon demand, all costs, damages, expenses or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy such default. Permittee's obligations under this section shall survive the termination of this Permit.

15. No Costs to City. Permittee shall bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and shall keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

16. Indemnity. Permittee shall indemnify, defend and hold harmless City, its officers, agents, employees and contractors, and each of them, from and against any and all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages and liabilities of any kind (collectively, "Losses"), arising in any manner out of (a) any injury to or death of any person or damage to or destruction of any property occurring in, on or about the Permit Area, or any part thereof, whether the person or property of Permittee, its officers, agents, employees, contractors or subcontractors (collectively, "Agents"), its invitees, guests or business visitors (collectively, "Invitees"), or third persons, relating in any manner to any use or activity under this Permit, (b) any failure by Permittee to faithfully observe or perform any of the terms, covenants or conditions of this Permit, (c) the use of the Permit Area or any activities conducted thereon by Permittee, its Agents or Invitees, or (d) any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by Permittee, its Agents or Invitees, on, in, under or about the Permit Area, any improvements permitted thereon, or into the environment; except solely to the extent of Losses resulting directly from the willful misconduct or gross negligence of City or City's authorized representatives. The foregoing indemnity shall include, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim which actually or potentially falls within this indemnity provision even if such allegation is or may be groundless, fraudulent or false, which obligation arises at the time such claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section shall survive the expiration or other termination of this Permit.

17. As Is Condition of Permit Area and Personal Property; Disclaimer of Representations. Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities, equipment, furniture or

personal property in the Permit Area, for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether such matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area hereunder, including, without limitation, the suitability of the Permit Area for such uses. Further, without limiting the generality of the foregoing, City makes no warranty or representation regarding the title to any furnishings, equipment, or personal property in the Permit Area.

18. No Assignment. This Permit is personal to Permittee and shall not be assigned, conveyed or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey or otherwise transfer this Permit shall be null and void and cause the immediate termination and revocation of this Permit.

19. INTENTIONALLY OMITTED.

20. No Joint Ventures or Partnership. This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a state actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in or relating to the Permit Area.

21. MacBride Principles - Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles. Permittee acknowledges that it has read and understands the above statement of the City and County of San Francisco concerning doing business in Northern Ireland.

22. Non-Discrimination.

(a) Covenant Not to Discriminate. In the performance of this Permit, Permittee agrees not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

(b) Subcontracts. Permittee shall include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to such subcontractor in substantially the form of subsection (a) above. In addition, Permittee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subcontractors to comply with such provisions. Permittee's failure to comply with the obligations in this subsection shall constitute a material breach of this Permit.

(c) Non-Discrimination in Benefits. Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within

the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

(d) Condition to Permit. As a condition to this Permit, Permittee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission (the "HRC"). Permittee hereby represents that prior to execution of this Permit, (i) Permittee executed and submitted to the HRC Form HRC-12B-101 with supporting documentation, and (ii) the HRC approved such form.

(e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Permittee shall comply fully with and be bound by all of the provisions that apply to this Permit under such Chapters of the Administrative Code, including but not limited to the remedies provided in such Chapters. Without limiting the foregoing, Permittee understands that pursuant to Section 12B.2(h) of the San Francisco Administrative Code, a penalty of \$50 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

23. Tropical Hardwoods and Virgin Redwoods. The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of Sections 802(b) and 803(b) of the San Francisco Environment Code. Permittee agrees that, except as permitted by the application of Sections 802(b) and 803(b), Permittee shall not use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product in the performance of this Permit.

24. Notification of Limitations on Contributions. Through its execution of this Permit, Permittee acknowledges that it is familiar with Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever such transaction would require approval by a City elective officer or the board on which that City elective officer serves, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Permittee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Permittee's board of directors, chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee. Additionally, Permittee acknowledges that Permittee must inform each of the persons

described in the preceding sentence of the prohibitions contained in Section 1.126. Permittee further agrees to provide to City the names of each person, entity or committee described above.

25. Possessory Interest Taxes. Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on such interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area pursuant hereto and to pay any other taxes, excises, licenses, permit charges or assessments based on Permittee's usage of the Permit Area that may be imposed upon Permittee by applicable law. Permittee shall pay all of such charges when they become due and payable and before delinquency.

26. Pesticide Prohibition. Permittee shall comply with the provisions of Section 308 of Chapter 3 of the San Francisco Environment Code (the "Pesticide Ordinance") which (i) prohibit the use of certain pesticides on City property, (ii) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (iii) require Permittee to submit to the Real Estate Division of the City and County of San Francisco an integrated pest management ("IPM") plan that (a) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (b) describes the steps Permittee will take to meet the City's IPM policy described in Section 300 of the Pesticide Ordinance and (c) identifies, by name, title, address and telephone number, an individual to act as the Permittee's primary IPM contact person with the City. In addition, Permittee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

27. Prohibition of Tobacco Advertising. Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

28. Prohibition of Alcoholic Beverage Advertising. Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

29. Conflicts of Interest. Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of said provision, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee shall immediately notify the City.

30. Food Service Waste Reduction. In connection with this Permit, Permittee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in the San Francisco Environment Code Chapter 16, including the remedies provided therein, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Permit as though fully set forth herein. This provision is a material term of this Permit. By entering into this Permit, Permittee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine. Without limiting City's other rights and remedies, Permittee agrees that the sum of One Hundred Dollars (\$100.00) liquidated damages for the first breach, Two Hundred Dollars (\$200.00) liquidated damages for the second breach in the same year, and Five Hundred Dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Permit was made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Permittee's failure to comply with this provision.

31. Notices. Except as otherwise expressly provided herein, any notices given under this Permit shall be effective only if in writing and given by delivering the notice in person, by sending it First Class mail or certified mail with a return receipt requested or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: City and County of San Francisco
Real Estate Division
25 Van Ness Avenue, Suite 400
San Francisco, California 94102
Attn: Director of Property

Permittee: Center on Juvenile and Criminal Justice
c/o Abu Quadir Al-Amin, Associate Director
40 Boardman Place
San Francisco, California 94103

Notices herein shall be deemed given two (2) days after the date when it shall have been mailed if sent by first class, certified or overnight courier, or upon the date personal delivery is made.

32. Post-Expiration Operations. Permittee continues to operate in the Permit Area after the expiration of the term with the express consent of City, such use shall be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions herein specified so far as applicable (except for those pertaining to the term). Any continued use of the Permit Area after the expiration of the term without the City's consent shall be at a monthly permit fee equal to Three Thousand Dollars (\$3,000) per month, and shall constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit, notwithstanding that City may elect to accept one or more payments of the monthly permit fee

33. Severability. If any provision of this Permit, or the application thereof to any person, entity or circumstance, shall be invalid or unenforceable, the remainder of this Permit, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Permit shall be valid and be enforceable to the fullest extent permitted by law, except to the extent that enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

34. Counterparts. This Permit may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

35. Cooperative Drafting. This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party shall be considered the drafter of this Permit, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Permit.

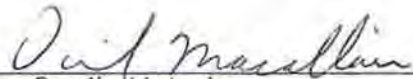
36. General Provisions. (a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit shall be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in such written waiver. (c) All approvals and determinations of City requested, required or permitted hereunder may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) hereto) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged herein. (e) The section and other headings of this Permit are for convenience of reference only and shall be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit shall be governed by California law and City's charter. (h) If either party commences an action against the other or a dispute arises under this Permit, the prevailing party shall be entitled to recover from the other reasonable attorneys' fees and costs. For purposes hereof, reasonable attorneys' fees of City shall be based on the fees regularly charged by private attorneys in San Francisco with comparable experience. (i) If Permittee consists of more than one person then the obligations of each person shall be joint and several. (j) Permittee may not record this Permit or any memorandum hereof. (k) Subject to the prohibition against assignments or other transfers by Permittee hereunder, this Permit shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives, successors and assigns. (l) In the event City sells or otherwise conveys the property burdened by this Permit, this Permit shall automatically be revoked.

[SIGNATURES ON FOLLOWING PAGE]

Permittee represents and warrants to City that it has read and understands the contents of this Permit and agrees to comply with and be bound by all of its provisions.

PERMITTEE:

CENTER ON JUVENILE AND CRIMINAL JUSTICE,
a California nonprofit public benefit corporation

By: 
~~Abu-Quadir Al-Amin~~ EXECUTIVE DIRECTOR
~~Associate Director~~ Daniel Macallair

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: 
JOHN UPDIKE
Director of Property
(pursuant to San Francisco Administrative Code
Section 23.31)

APPROVED AS TO FORM:

DENNIS J. HERRERA
City Attorney

By: 
Anita L. Wood
Deputy City Attorney

EXHIBIT A

Depiction of Permit Area

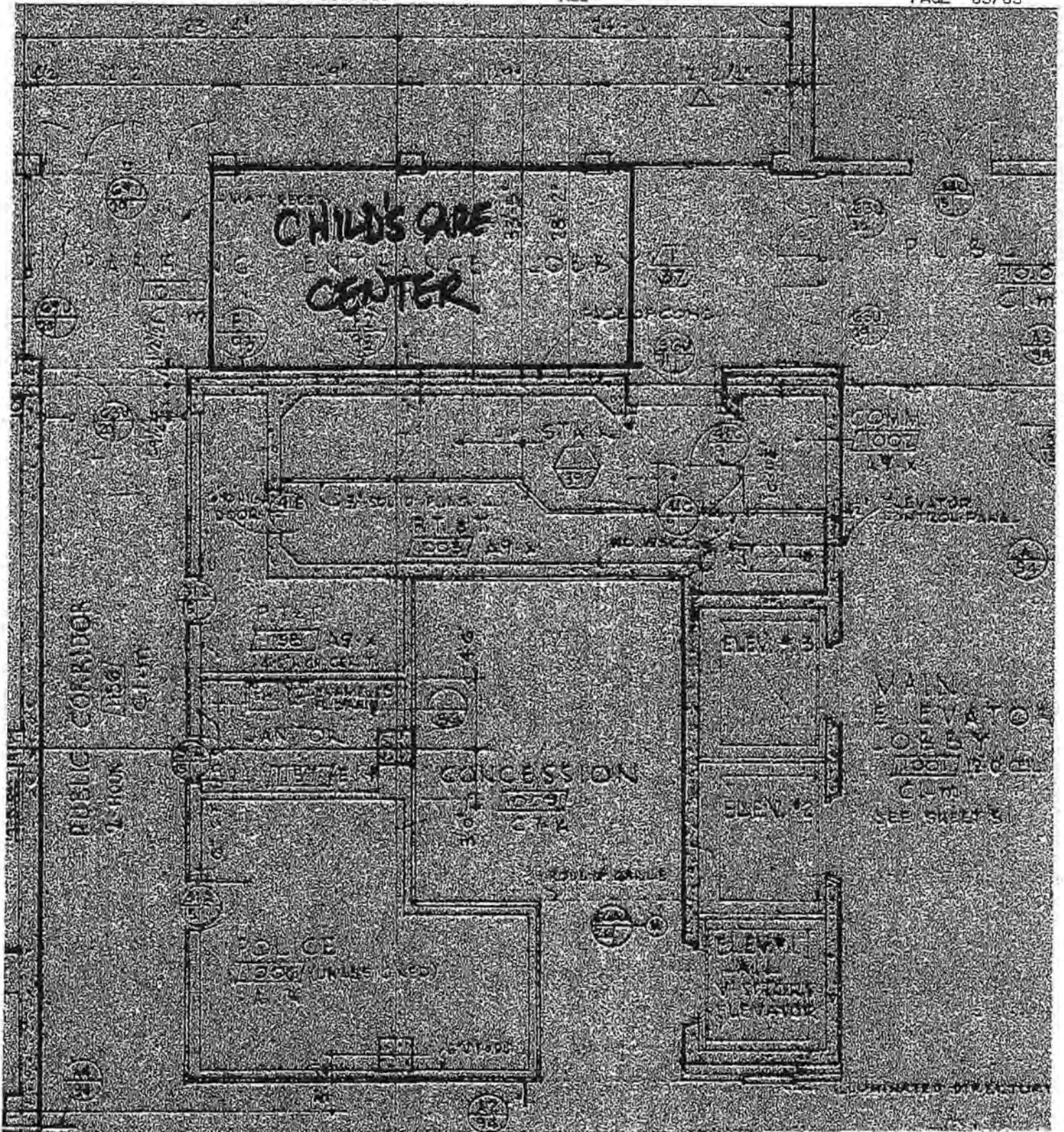


EXHIBIT B

RULES AND REGULATIONS

RULES AND REGULATIONS

1. The sidewalks, halls, passages, exits, entrances, and stairways of the Building shall not be obstructed by Permittee or used by it for any purpose other than for ingress to and egress from the Permit Area. Permittee shall not go upon the roof of the Building.
2. No sign, placard, picture, name, advertisement or notice visible from the exterior of the Permit Area shall be installed or displayed by Permittee on any part of the outside or inside of the Building without the prior written consent of City. City shall have the right to remove, at Permittee's expense and without notice, any sign installed or displayed in violation of this rule. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of Permittee by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
3. The Permit Area shall not be used for the storage of merchandise held for sale to the general public or for lodging. All cooking shall be for employee consumption only and done in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations. Space heaters and fans are not allowed or permitted.
4. Permittee shall provide City with a key to all locks installed in the Permit Area, excluding Permittee's vaults and safes. Permittee, upon the termination of its tenancy, shall deliver to City all keys to doors in the Permit Area.
5. Permittee shall not use or keep in the Permit Area or the Building any kerosene, gasoline or flammable, combustible or noxious fluid or materials or use any method of heating or air conditioning other than those limited quantities necessary for the operation and maintenance of normal office equipment. Permittee shall not use, keep or permit or suffer the Permit Area to be occupied or used in a manner offensive or objectionable to neighbors of the Building by reason of noise, odors, and/or vibrations.
6. In the case of invasion, mob, riot, public excitement or other circumstances rendering such action advisable in City's opinion, City reserves the right to prevent access to the Building during the continuance of same by such action as City may deem appropriate, including closing any doors in the Building.
7. Permittee shall see that the doors of the Permit Area are closed and locked and that all water faucets, water apparatus and utilities are shut off before Permittee or Permittee's employees leave the Permit Area, so as to prevent waste or damage. Permittee shall at all times comply with any rules or orders of the fire department with respect to ingress and egress.
8. The toilet rooms, toilets, urinals, wash bowls and other apparatus shall not be used for any purpose other than that for which they were constructed, no foreign substance of any kind whatsoever shall be deposited therein. The expense of any breakage, stoppage or damage resulting in any violation of this rule shall be borne by Permittee.
9. Except with City's prior consent, Permittee shall not sell, or permit the sale from the Permit Area of, or use or permit the use of any sidewalk or area adjacent to the Permit Area for the sale of, newspapers, magazines, periodicals, theater tickets or any other goods, merchandise or service, nor shall Permittee carry on, or permit or allow any employee or other person to carry

on, business in or from the Permit Area, nor shall the Permit Area be used for manufacturing of any kind, or for any business or activity other than that specifically provided for in Permittee's permit.

10. Permittee shall not install any radio or television antenna, loudspeaker, or other device on or about the roof area or exterior walls of the Building. Permittee shall not interfere with cellular, radio or television broadcasting or reception from the Building or elsewhere.

11. No animal or bird shall be permitted in the Permit Area or the Building, except for seeing eye dogs when in the company of their masters.

12. Permittee assumes all responsibility for protecting its Permit Area from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.

13. Intentionally omitted.

14. Wherever the word "Permittee" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Permittee's associates, agents, clerks, employees and visitors. Wherever the word "City" occurs in these Rules and Regulations, it is understood and agreed that it shall mean City's assigns, agents, officers, employees and visitors.

15. These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or part, the terms, covenants, agreements and conditions of any permit.

16. City reserves the right to make such other and reasonable rules and regulations as in its judgment may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.

17. Permittee shall be responsible for the observance of all the foregoing Rules and Regulations by Permittee's employees, agents, clients, customers, invitees and guests.

EXHIBIT C

**Form of Waiver and Release
(attached)**

WAIVER AND RELEASE

In consideration for being granted permission to work as a volunteer on property owned by the City and County of San Francisco (the "Volunteer Work"), I, the undersigned staff or volunteer ("Volunteer"), agree that the City and County of San Francisco, and any and all of its officers, directors, agents and employees (collectively, the "Released Parties"), shall not be responsible or liable to Volunteer for, and, to the fullest extent allowed by law, Volunteer hereby waives all rights against the Released Parties and releases them from, any and all claims, demands, losses, liabilities, damages, costs, liens, injuries, penalties, fines, lawsuits or other proceedings, including, but not limited to, incidental or consequential damages and attorneys fees, relating to any injury, accident or death of any person, or loss or damage to any property (collectively, "Losses"), arising out of or in any way relating to the Volunteer Work or my entry onto or use of City-owned property. I understand that the City and County of San Francisco makes no representations or warranties, express or implied, regarding the property on which the Volunteer Work will be performed and I agree to enter the property at my sole risk.

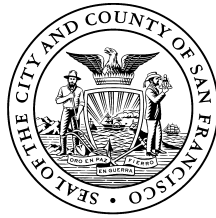
In executing this Waiver and Release, I have not relied on any representations or warranties as to the safety of the Volunteer Work or the condition of the property on which the Volunteer Work Assignment will be performed.

"Volunteer"

Print Name: _____

Date: _____

Date(s) of Volunteer Work Assignment: _____



INTEROFFICE MEMO / MEMO TO FILE

January 22, 2024

To: Andrico Penick, Director of Property

From: Elsa Lamb, Hall of Justice Facilities Manager
Burt Hirschfeld, Senior Real Property Officer

SUBJECT: Hall of Justice Proposed Children's Waiting Room:
Valuation and Finding of Public Purpose, Fair Market Value of \$1.00 Annually Permit to Enter and Use Property Agreement with Mission Neighborhood Center, Inc.

Background

The California Superior Court (Courts) has demonstrated a desire to re-open the former Children's Waiting Room at the Hall of Justice which has been closed since the onset of the COVID-19 pandemic in 2020.

The Courts have contracted with a new non-profit operator, Mission Neighborhood Center, Inc., to operate the children's waiting room with the following purposes in mind, 1) to provide a safe place for children accompanying their parents, guardians, caregivers, etc., while tending to Court matters at the Hall of Justice, 2) to protect children from the difficult and often stressful atmosphere surrounding Court proceedings, and 3) to reduce noise disruption in the courtroom.

Mission Neighborhood Center, Inc., as Permittee, will accept the premises, consisting of approximately 355 rentable square feet located at Room 106 in the Hall of Justice in "as is" condition and will use the premises in accordance with the public purpose to serve children while their caregivers are visiting the Hall of Justice, a benefit not only serving the California Superior Court, but other Hall of Justice tenants and users. City departments within the justice system, such as the Public Defender's Office and the District Attorney's Office, will also benefit from this free drop-in public service while their clients attend court hearings as a litigant, witness, or for other court purposes at the Hall of Justice.

Importantly, the benefit will extend to the residents of San Francisco at large, i.e., the general public, called upon to fulfill their civic duty as jurors or potential jurors. San Franciscans will be able to avail themselves of valuable and free child care services while participating in court proceedings.

Valuation And Public Benefit

The proposed annual permit fee is \$1.00. As set forth above, all visitors to the Hall of Justice, the tenants, City and Court staff, jurors and the general public may all use the Children's Waiting Room. The value of services as a public benefit provided by the Mission Neighborhood Center to support parents, guardians, and caregivers at the Hall of Justice far exceeds the proposed \$1.00 annual fee.

Although last memorialized eleven years ago, the agreement between the Real Estate Division (RED) and the previous children's waiting room operator, might be the closest example of a comparable *financial* transaction. The annual rent under that agreement was \$1.00.

The City has entered into several other agreements for uses that provide a demonstrable public benefit for nominal and rent-free agreements.

Conclusion

At \$1.00 per year, the consideration in exchange for the proposed Permit to Enter and Use Property agreement is consistent with fair market value and supports the finding of public purpose as defined in Chapter 23 of the Administrative Code for the City and County of San Francisco.



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240151

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Elsa Lamb	415-554-9850
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
ADM RED	realstateadmin@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Mission Neighborhood Center, Inc	TELEPHONE NUMBER 415-404-2189
STREET ADDRESS (including City, State and Zip Code) 362 Capp Street, San Francisco, CA 94110	EMAIL michelle.najera@mncsf.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 240151
DESCRIPTION OF AMOUNT OF CONTRACT \$1.00 per year, approximately \$5.00 for term		
NATURE OF THE CONTRACT (Please describe) 5-Year Revocable Permit to Enter and Use Property Agreement.		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Ybarra	Richard	CEO
2	Gonzalez	Beiling	COO
3	St. Germain	Isabel	Other Principal Officer
4	Alioto	Sebastian	CFO
5	Rodriguez	Jose A.	Other Principal Officer
6	Quadra	James	Board of Directors
7	Schulz	Erich	Board of Directors
8	Loyce	James "Jimmy"	Board of Directors
9	Nevarez	Christine Marie	Board of Directors
10	Cartegen	Jose	Board of Directors
11	Gacula-Santaigo	Virginia M.	Board of Directors
12	Perea	Dan	Board of Directors
13	Guerrero	Connie	Board of Directors
14	Bryant	James A.	Board of Directors
15	Kleinbaum	Paul L.	Board of Directors
16	Canal	Aurora	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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February 7, 2024

Honorable Board of Supervisors
City and County of San Francisco
Room 244, City Hall 1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

RE: Five-Year Revocable Permit to Enter and Use Property at 850 Bryant Street (Hall of Justice) – Mission Neighborhood Centers, Inc. (Permittee) for Children’s Waiting Room

Dear Board Members:

Attached for your consideration is a Resolution authorizing a Revocable Permit to Enter and Use Property Agreement for the City-owned property located at 850 Bryant Street ("Hall of Justice") between the City ("City") and Mission Neighborhood Centers, Inc., a California nonprofit public benefit corporation ("Permittee") (the "Permit").

The California Superior Court ("Court"), which operates court facilities at the Hall of Justice ("HOJ"), operated a children’s waiting room ("CRW") at HOJ for over eleven years under a Revocable Permit to Enter and Use Property issued to them by the City’s Real Estate Division. The CRW closed down at the onset of the COVID-19 pandemic in 2020.

The Court desires to re-open the CRW and has contracted with a non-profit organization, Mission Neighborhood Centers, Inc., to operate the children’s waiting room within the same space, Room 106 consisting of approximately 355 square feet, to 1) provide a safe place for children accompanying their parents, guardians, caregivers, etc., while tending to Court matters at the Hall of Justice, 2) protect children from the difficult and often stressful atmosphere surrounding Court proceedings, and 3) to reduce noise disruption in the courtroom.

Mission Neighborhood Center, Inc., as Permittee of the proposed Revocable Permit to Enter and Use Property Agreement ("Permit"), will accept the premises in "as is" condition and will use the premises in accordance with the public benefit to serve children while their caregivers are visiting the Hall of Justice, a benefit not only serving the California Superior Court, but other Hall of Justice tenants and users. City departments within the justice system, such as the Public Defender’s Office and the District Attorney’s Office, will also benefit from this free drop-in public service while their

clients attend court hearings as a litigant, witness, or for other court purposes at the Hall of Justice.

Importantly, the benefit will extend to the residents of San Francisco at large, i.e., the general public called upon to fulfill their civic duty as jurors or potential jurors. San Franciscans will be able to avail themselves of valuable and free child care services while participating in court proceedings.

In the two years prior to its closing, the CRW cared for 544 children in 2018 and 163 children in 2019. During the next five years, the Courts anticipate providing services to approximately 150 to 600 children per year.

In light of the benefits set forth above, the proposed annual permit fee is \$1.00. The value of services as a public benefit provided by the Mission Neighborhood Center to support parents, guardians, and caregivers at the Hall of Justice exceeds the proposed \$1.00 annual fee.

The Real Estate Division recommends approval of the proposed resolution authorizing the Permit.

If you have any questions regarding this matter, please contact Elsa Lamb of RED at 415-554-9861 or by email at elsa.lamb@sfgov.org.

Respectfully,



Andrico Q. Penick
Director of Property