

File No. 17111

Committee Item No. 8

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget & Finance Committee

Date October 24, 2017

Board of Supervisors Meeting

Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Letter of Intent
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Completed by: Linda Wong Date _____

Completed by: Linda Wong Date _____

1 [Negotiate Real Property Lease - Bridgeton 945 Bryant Fee LLC - 945 Bryant Street - San
2 Francisco Adult Probation - \$1,763,968 Initial Maximum Annual Base Rent]

3 **Resolution authorizing the Director of Property to negotiate a Lease for up to 41,744**
4 **square feet consisting of the entire three floors of 945 Bryant Street, for the San**
5 **Francisco Adult Probation Office, with Bridgeton 945 Bryant Fee LLC, a limited liability**
6 **corporation, for twenty years, to be occupied in phases, for the period of July 1, 2018,**
7 **through June 30, 2038, at an initial monthly base rent not to exceed \$146,997.33 for a**
8 **total maximum base rent of \$1,763,968 in the initial year with increases as set forth in**
9 **the schedule of the Letter of Intent; and finding the anticipated Lease is in**
10 **conformance with the General Plan, and the eight priority policies of Planning Code,**
11 **Section 101.1.**

12
13 WHEREAS, The Hall of Justice at 850 Bryant was constructed in 1958 and is one of
14 the few vertically integrated criminal justice facilities in the nation with a jail located above the
15 prosecutorial staff and operating courtrooms and judges' chambers which for years has been
16 the subject of emergency declarations due to health and human safety hazards posed by
17 interior sewage floods caused by those in the jail facility, as well as due to aging
18 infrastructure; and

19 WHEREAS, The Hall of Justice has an antiquated elevator system requiring millions of
20 dollars in renovation and capital investment, with several out of service on any given day,
21 negatively affecting prisoner transport, employee flow within the building, and patron access
22 to services; and

23 WHEREAS, The Hall of Justice has a seismic rating that suggests very poor
24 performance in the event of a major earthquake, wherein the building would be closed for an
25 indefinite period of time for repairs due to significant damage, requiring an emergency

1 relocation of the these criminal justice system elements elsewhere and causing a serious
2 disruption of the criminal justice system; and

3 WHEREAS, To effect repairs to the Hall of Justice to address these noted deficiencies
4 would require significant capital investment and upon completion still leave the City with a
5 dysfunctional building that does not adequately serve the criminal justice system; and

6 WHEREAS, The long term reorganization plans for Hall of Justice are encapsulated
7 within the Justice Facilities Improvement Program, a part of the adopted ten-year Capital
8 Improvement Program, and the adopted Capital Plan for Fiscal Years 2018-2027 contains an
9 acceleration of previous schedules for relocation of District Attorney, Police Investigations,
10 Evidence Storage and Adult Probation, pursuant to requests by Mayor Lee and City
11 Administrator Kelly; and

12 WHEREAS, A lease of 41,744 square feet of 945 Bryant Street ("Lease") from
13 Bridgeton 945 Bryant Fee LLC ("Landlord") would accommodate the Adult Probation Office
14 space needs in a phased move-in to commence no earlier than July 1, 2018 with completion
15 in early 2020; and,

16 WHEREAS, The Planning Department, through General Plan Referral letter dated
17 October __, 2017, ("Planning Letter"), which is on file with the Clerk of the Board of
18 Supervisors under File No. _____, has verified that the City's anticipated Lease is consistent
19 with the General Plan, and the eight priority policies under Planning Code, Section 101.1; and

20 WHEREAS, The Real Estate Division and the Landlord have negotiated a twenty-year
21 Lease through a Letter of Intent for up to 27,517 square feet of space initially in Phase I in
22 July, 2018, and in Phase II in early 2020 (or earlier), up to 14,227 square feet of space; and

23 WHEREAS, The Lease provides the City a tenant improvement allowance of up to
24 \$1,252,000 to be amortized over the term of the lease at 8% per annum; and
25

1 WHEREAS, The proposed maximum initial annual rent of \$1,763,968 (\$64.00 per
2 square foot), increasing pursuant to the schedule noted in the Letter of Intent, was determined
3 to be at or less than fair market rent by an independent MAI appraisal as required by
4 Administrative Code, Chapter 23; now, therefore, be it

5 RESOLVED, That the Board of Supervisors hereby finds that the anticipated Lease is
6 consistent with the General Plan, and eight priority policies of Planning Code, Section 101.1,
7 and hereby incorporates such findings by reference as though fully set forth in this Resolution;
8 and, be it

9 FURTHER RESOLVED, That the Director of Property is hereby authorized to take all
10 actions, on behalf of the City and County of San Francisco, as tenant, to negotiate a Lease
11 consistent with the fully executed Letter of Intent, a copy of which is on file with the Clerk of
12 the Board of the Board in File No. 17111, (the "Letter of Intent") and other related
13 documents with Bridgeton 945 Bryant Fee LLC, for approximately up to 41,744 rentable
14 square feet consisting of all three floors of the building commonly known as 945 Bryant Street;
15 and, be it

16 FURTHER RESOLVED, The annual base rent for the period from July 1, 2018, to
17 June 30, 2019, shall be no greater than \$1,763,968 (approximately \$64.00 per square foot per
18 year) and the base rent shall increase annually at a schedule as outlined in the Letter of
19 Intent; and, be it

20 FURTHER RESOLVED, As set forth in the Letter of Intent, the City shall pay for its
21 utilities, and janitorial services only, in addition to the Base Rent, all other operating expenses
22 attributable to the space occupied by the City under the Lease in addition to the base rent
23 shall be at Landlord expense; and, be it

24 FURTHER RESOLVED, That all actions heretofore taken by the offices of the City with
25 respect to the Letter of Intent are hereby approved, confirmed and ratified; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
2 Property to negotiate the Lease and any amendments or modifications to the Lease (including
3 without limitation, the exhibits) that the Director of Property determines, in consultation with
4 the City Attorney, are in the best interest of the City, do not materially increase the obligations
5 or liabilities of the City beyond those expressed in the Letter of Intent, do not materially
6 decrease the benefits to the City, or are necessary or advisable to effectuate the purposes of
7 the Lease or this resolution, and are in compliance with all applicable laws, including City's
8 Charter; and, be it

9 FURTHER RESOLVED, Said Lease shall be subject to a final authorizing Resolution
10 adopted by the Board of Supervisors and Mayor in their sole and separate authority at the
11 soonest date available after execution by City and Landlord; and be it

12 FURTHER RESOLVED, Said Lease shall be subject to certification as to funds by the
13 Controller, pursuant to Charter, Section 3.105.

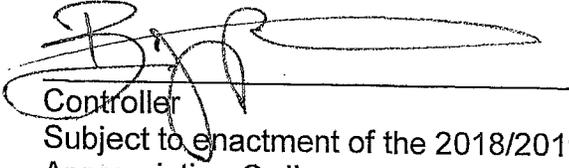
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15 Signatures on next Page

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\$1,763,968.00 Available



Controller

Subject to enactment of the 2018/2019 Annual
Appropriation Ordinance

RECOMMENDED:



Karen Fletcher, Chief
Adult Probation



John Updike
Director of Real Estate



September 26, 2017

Mr. John Updike
Office of the Director of Real Estate
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102

RE: 945 Bryant Street, San Francisco – Letter of Intent

Dear John:

Thank you for your interest in 945 Bryant Street, San Francisco on behalf of the City and County of San Francisco.

This letter of intent outlines the basic business terms and conditions of a proposed lease between the City and County of San Francisco – Adult Probation Department, (as "Tenant") and, BRICKMAN 945 BRYANT LLC, a Delaware limited liability company or its assignee(s) (as "Landlord") at 945 Bryant Street, San Francisco (the "Building").

1. **PREMISES:** Approximately forty-one thousand, seven-hundred forty five (41,745) rentable square feet ("RSF") comprising of the entire three story building, plus parking rights in the Building's on-site parking lot.

The entire first (1st) floor is approximately 13,016.45 rentable square feet.
The entire second (2nd) floor is approximately 14,501.23 rentable square feet.
The entire third (3rd) floor is approximately 14,227.84 rentable square feet.

2. **LEASE TERM:** Twenty (20) years

3. **RENT COMMENCEMENT DATE:** Rent shall commence no earlier than July 1, 2018. The Lease would be fully executed by December 31, 2017.

Rent would commence 90 days after delivery of each floor's respective Premises, however, in the case of each of the three floors in the Building, rent shall commence no earlier than July 1, 2018.

The entire first (1st) floor is approximately 13,016.45 rentable square feet. The first (1st) floor is leased through August 1, 2018 and Landlord will use commercially reasonable efforts to deliver these Premises prior to the Tenant's lease expiry date, subject to Tenant's occupancy needs.

The entire second (2nd) floor is approximately 14,501.23 rentable square feet. The existing tenant in these Premises is currently trying to sublease the second (2nd) floor Premises. Landlord will deliver the second (2nd) floor Premises upon the later of lease execution or existing tenant vacating the Premises, subject to Tenant's occupancy needs.



The entire third (3rd) floor is approximately 14,227.84 rentable square feet. Suite 300 on the third (3rd) floor is leased through October 1, 2019 and Landlord will use commercially reasonable efforts to deliver these Premises prior to the Tenant's lease expiry date. Suite 350 on the third (3rd) floor is leased through October 1, 2020, and Landlord will use commercially reasonable efforts to deliver these Premises prior to the Tenant's lease expiry date, subject to Tenant's occupancy needs.

4. **USE:** The City and County of San Francisco – Adult Probation Department is the targeted potential user for the Building. Landlord acknowledges and accepts that the City and County of San Francisco will be processing probationers in the Building.

5. **ZONING:** Urban Mixed Use (UMU). Subject to confirmation, Public Use is Permitted in a UMU zone.

6. **BASE RENT (NET OF UTILITIES AND JANITORIAL):**

Months 1-12: \$64.00 per rentable square foot, per year, net of utilities and janitorial

Each year thereafter, from year 2 to 10, the Base Rent shall increase by three percent (3%) per annum.

After Year 10, there shall be a Fair Market Value rent reset, per below. After the reset, the base rent shall increase by three percent (3%) per annum.

Fair Market Value shall be defined in the Lease Agreement as the effective rent being paid by a tenant for Class A buildings of comparable location.

7. **BASE YEAR:** Operating expenses and property taxes Base Year shall be 2018.

8. **BASE BUILDING IMPROVEMENTS/TENANT IMPROVEMENTS:** Landlord, shall build out 100% of Tenant's requested Tenant Improvements with its general contractors as per a mutually agreed upon space plan. Landlord will offer Tenant \$30.00 per rentable square foot in Tenant Improvements that will be amortized over the term of the lease at an 8% per annum interest factor.

9. **RIGHT OF SELF-HELP:** Tenant shall have the right of self-help for completing any necessary Tenant Improvements and/or Base Building Improvements throughout the term of the lease. The Right of Self-Help shall be further addressed in the Lease.

10. **PARKING:** Tenant shall lease 33 parking spaces in the lot adjacent to the Building at a rate of \$225.00 per space, per month, increasing at 3% per annum with a FMV reset after Year 10. In the event that Tenant wants to "stack" cars on site, the parking rate could be increased.

11. **DAMAGE AND DESTRUCTION:** To be addressed in the Lease.



- 12. ADDITIONAL SERVICES:** Tenant, at its sole cost, shall have the right to request that Landlord perform lease related services or incur additional expenses not covered under the lease that Tenant may require from time to time as requested by the City and County of San Francisco's Real Estate Division. Tenant shall reimburse Landlord for such expenses, at rates agreed-upon in advance, and as they are incurred.
- 13. MAINTENANCE REPAIR:** Landlord shall maintain the Premises and the Building in a First Class condition.
- 14. ASSIGNMENT AND SUBLET:** Tenant shall have the right to sublease or assign the lease agreement of all or any part of the Premises during the lease or option term with Landlord's prior written consent. Landlord shall be entitled to retain 50% of any net subleasing or assignment profits after subtracting all direct costs associated with the subleasing. The above notwithstanding, use of the space or sublease(s) to any Tenant departments, shall be subject to Landlord's approval. Landlord shall require a recapture right.
- 15. BROKERAGE:** Colliers International CA, Inc. is the Landlord's real estate broker in this lease transaction. The City and County of San Francisco represents itself in this lease transaction. Tenant is not responsible for any brokerage fees or commissions to Colliers International with respect to this lease transaction.
- 16. SUBORDINATION AND NON DISTURBANCE:** Landlord shall use commercially reasonable efforts to secure a subordination and non-disturbance agreement from its lender(s).
- 17. CITY LEASE FORM:** The lease agreement shall be based on City and County of San Francisco standard lease form. The final lease is subject to negotiations with Tenant through its Director of Property, and approval by the City's Director of Property, City Attorney, Board of Supervisors and Mayor, in their respective sole and absolute discretion.
- 18. OTHER CITY CLAUSES:** Landlord shall comply with the provisions (as applicable) specified in the San Francisco municipal code.
- 19. LANDLORD REPRESENTATIONS:** Landlord represents and warrants that it has good and marketable title to the Premises, that the building ownership knows of no property defects or conditions which would affect the City's intended use of the Premises, and that as of the commencement date of the lease, that the Building and Building Systems will comply with all applicable local, state, and federal laws and regulations.
- 20. EXPIRATION:** This proposal shall expire five (5) business days after the date of the proposal at 5:00 PM.

City and Landlord understand and agree that this letter is not intended to be, and shall not become, contractually binding on either City or Landlord and no legal obligation shall exist unless and until City and Landlord have negotiated, executed and delivered a mutually acceptable and authorized Lease Agreement. In addition, Landlord acknowledges and



agrees that under City's Charter no department, commission, officer or employee of City has authority to commit City to the transactions contemplated by this letter unless and until appropriate legislation of City's Board of Supervisors has been duly enacted and approved by the Mayor, each in their respective sole and absolute discretion approving the Lease Agreement and the transactions contemplated thereby and appropriating all necessary funds, in compliance with all applicable laws. The Director of Property, on behalf of City, and Landlord will, attempt in good faith to use the above terms and conditions as the initial base to negotiate and enter into a Lease Agreement in form and content acceptable to each party, in each party's respective sole and absolute discretion.

This proposal has been prepared by Colliers International for informational purposes only. Information contained herein has been obtained from sources deemed reliable and no representation is made as to the accuracy thereof. Colliers International does not guarantee, warrant or represent that the information contained in this document is correct. Any interested party should undertake their own inquiries as to the accuracy of the information. Colliers International excludes unequivocally all inferred or implied terms, conditions and warranties arising out of this document and excludes all liability for loss and damages arising there from.

We look forward to working with you toward the successful completion of this real estate requirement. If you have any questions or require any additional information, please do not hesitate to call us.

Sincerely,

John Jensen
Executive Vice President
Colliers International
License Number: 01102014
415-867-1178
john.jensen@colliers.com

APPROVED AND ACCEPTED:

APPROVED AND ACCEPTED:

Tenant: <u>City of County of San Francisco</u>	Landlord: <u>Bridgeton Acquisitions LLC</u>
By: <u>[Signature]</u>	By: <u>[Signature]</u>
Print Name: <u>John Updike</u>	Print Name: <u>Atit Jariwala</u>
Its: <u>Director of Property</u>	Its: <u>Manager</u>
<u>9/29/17</u>	<u>9/29/2017</u>



OFFICE OF THE SHERIFF
CITY AND COUNTY OF SAN FRANCISCO

1 DR. CARLTON B. GOODLETT PLACE
ROOM 456, CITY HALL
SAN FRANCISCO, CALIFORNIA 94102



VICKI L. HENNESSY
SHERIFF

October 16, 2017
Reference: 2017-121

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

Dear Members;

On Tuesday, October 17, the Board of Supervisors will receive for introduction legislation to approve a plan to begin the process of relocating City departments from the seismically compromised Hall of Justice. If approved, the District Attorney's Office and the Adult Probation Department will move into leased space nearby. Not addressed in the legislation is the fate of County Jail #4, located on the seventh floor. In keeping with Mayor Lee's concern that there be a plan in progress to close County Jail #4, I write to let you know that I am working with the City's Capital Planning team to develop options for creating suitable housing for the prisoners at County Jail #6, in San Bruno; and making improvements at County Jail #2, at 425 7th Street, to accommodate functions for which it is now dependent on the Hall of Justice.

You may recall that in 2015, the Board was presented with a plan for a new detention facility designed to replace the two Hall of Justice jails -- County Jail #3, which is currently closed and County Jail #4, which currently houses approximately 350 prisoners -- to be partially funded by an \$80 million grant from the California Board of State and Community Corrections. The remaining \$270 million was to be funded by certificates of participation.

The Board rejected the plan and the grant in favor of convening Re-Envisioning the Jail Replacement Project, a working group organized "to plan for the permanent closure of County Jails Nos. 3 and 4, and any corresponding investments in mental health facilities and current jail retrofits needed to uphold public safety and better serve at-risk individuals."

Co-chaired by Roma Guy, representing Taxpayers for Public Safety, Health Director Barbara Garcia and me, the working group brought together mental health providers and advocates, former inmates, and city department heads, including the District Attorney, Public Defender, Chief Adult Probation Officer, Chief of Police, Director of Public Works, and the Controller, as well as representatives from the Mayor's Office and the Board of Supervisors.

The final report of the working group, presented to the Board of Supervisors on June 13, 2017, detailed several recommendations, including:

- Implementation of Law Enforcement Assisted Diversion, known as LEAD SF, a collaboration lead by the Director of Public Health, the District Attorney and the Chief of Police which provides a pre-booking diversion program that will refer repeat low-level drug offenders to community-based health and social services. LEAD SF received grant funding from the Board of State and Community Corrections and began working toward implementation in June.
- Provision of more psychiatric respite beds for individuals leaving custody and those at risk of becoming incarcerated. The Department of Public Health has opened a 15-bed facility on the Zuckerberg San Francisco General Hospital campus for post-psychiatric emergency treatment and has funded 34 new medical respite beds for multi-diagnosed individuals.
- Implementation by the District Attorney's Office of weekend and holiday rebooking, currently in progress.
- Bail reform, currently in active consideration by the Superior Court.
- Increased investment in pretrial release of prisoners through San Francisco Pretrial Diversion, a non-profit funded by the Sheriff's Department. First implemented in San Francisco more than 35 years ago to assist the court in making pretrial release decisions, in May 2016 Pretrial Diversion adopted a new risk assessment tool, known as the Public Safety Assessment (PSA), which is designed to reduce implicit bias from the decision to allow individuals own-recognition release. The PSA offers a range of supervision options from "no conditions" to "assertive case management," with the goal of ensuring that the individual remain arrest-free and makes all required court appearances.

It is important to note that San Francisco has long led the nation in the innovation and use of pretrial alternatives to incarceration, an effort that began in the 1980's and has grown steadily since. The individuals granted pretrial release in San Francisco would have to pay bail to secure their release in other jurisdictions. Pretrial release has had a profound impact on the jail population. Today, the jail population averages between 1250 and 1300 prisoners. Another 1100-plus individuals are awaiting trial on pretrial release and more than 50 are serving sentences in jail alternative programs. But for the aggressive use of pretrial release and sentencing alternatives, the San Francisco jail population would be approximately 2400. Those remaining in jail after arraignment, for the most part, are charged with serious and/or violent crimes and have multiple charges. They have been deemed by the court to be ineligible for pretrial release.

It is for these individuals, entrusted to my care, that, as Sheriff, it is my duty and my obligation to ensure safe, secure, and humane housing and treatment.

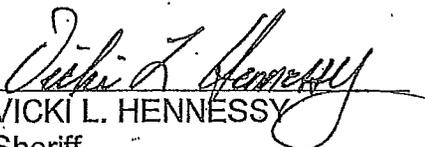
I fully support the work of the Re-Envisioning Project and continue to remain actively involved in bringing the recommendations to fruition. However, while I believe they are necessary and worthy, I do not believe the recommendations will reduce the jail population to the point where we can close County Jail #4 without making provisions for housing the prisoners elsewhere. Recent spikes in violent crime and property crime, and calls by members of the Board of Supervisors and others to address this will lead to more arrests and a higher jail population. I hope that as the impact of the implemented recommendations is felt, the increased population may be reduced, bringing the numbers back down to the current level.

A "next step" identified in the final report of the Re-Envisioning Project is to "begin planning for re-opening of County Jail #6 in San Bruno to expedite closure of County Jail #4 in the event the implemented recommendations do not sufficiently reduce the jail population." Given the time it takes to move a capital project from proposal to completion, it is important that we act expeditiously to comply with the clear direction of the Re-Envisioning work group. Therefore, in the near future I will be seeking your approval for the issuance of certificates of participation to fund improvements to County Jail #2 necessary to sever its dependence on the Hall of Justice, and to renovate County Jail #6 to safely and humanely house prisoners once the Hall of Justice is closed.

In advocating for the renovation of County Jail #6, I am advocating for these prisoners to live in a modern, well-functioning facility that affords them safe housing and access to educational, vocational and treatment programs that maximize their potential for productive life in the community after incarceration.

I welcome your questions and, I encourage you, if you haven't already, to view the conditions at County Jail #4 and to allow me to show you the renovations I am proposing to County Jail #6. Please contact me or my Chief of Staff, Eileen Hirst, to set up a tour.

Sincerely,


VICKI L. HENNESSY
Sheriff



OFFICE OF THE
CITY ADMINISTRATOR



Edwin M. Lee, Mayor
Naomi M. Kelly, City Administrator

MEMORANDUM

October 16, 2017

To: Members of the Board of Supervisors

From: Naomi Kelly, City Administrator *N. Kelly*

Copy: Angela Calvillo, Clerk of the Board

Regarding: Plans to vacate staff and prisoners from the seismically and otherwise unsafe, Hall of Justice at 850 Bryant Street and permanently close the Bryant Street wing of the building.

The Hall of Justice (the Hall or HOJ), located at 850 Bryant Street, has well-known seismic and other safety issues. Each day more than 800 staff work in the Hall, and approximately 300-350 prisoners are incarcerated on the 7th floor in County Jail #4. The building's systems are failing at an accelerating rate, and it presents a hazard on multiple fronts for the people who work, appear, visit, and live there. It is imperative that we get San Francisco's staff and prisoners out of the building as quickly as possible.

Exiting the Hall has long been a San Francisco priority, but while plans for relocating staff and prisoners have been refined and adjusted over the years, the building's condition has dramatically worsened. This year most of the public employee unions with staff in the Hall filed grievances, and there has been a complaint to Cal/OSHA as well. In recent months, the Hall has experienced a frequent series of sewage overflows, which originate in the jail on the top floor. In the last year, the sewage overflows reached staff and clients in offices below. These sewage overflows have a major, adverse impact on building-wide operations, compromising security and personal health and safety. Some repairs involve breaking into the asbestos-laden walls, creating an even more toxic situation to be abated. From November 2, 2016, through August 21, 2017, there were 110 flood-related for County Jail #4, 15 in the most recent month alone. Numerous repairs and preventative measures have been made, to no avail. These problems are in addition to the failing elevators, HVAC, and other subsystems, all of which are well beyond their useful life.

The building's seismic risk is just as great as its life/safety risks. The Hall registers as one of the city's most dangerous buildings on the HAZUS analysis. That analysis, run most recently in 2017, shows that a 7.9M earthquake on the San Andreas Fault would bring to the Hall a probability of greater than 100 casualties, economic impact of greater than \$50 million, operational losses of greater than \$5 million, and greater than 70% building damage. In the event of such a disaster, the building will likely be red-tagged—uninhabitable until structural repairs can be made. This result would be a crisis situation, especially for the prisoners who would be unable to flee but also unable to remain.

As you know, the Office of the Chief Medical Examiner is moving into a new facility in November 2017. SFPD Forensic Services Division and Traffic Company are scheduled to move into a new Mission Bay facility by the end of 2020. Recognizing the urgency of the situation, in January 2017, the City Administrator set a target exit date of 2019 for the remaining occupants of the Hall of Justice. It is the shared position of the Mayor, the City Administrator, and the Sheriff that we should not invest more tax dollars into the building and should exit as quickly as possible.

The City Administrator has identified a plan for an expedited administrative exit from the Hall of Justice. The need for expediency does not allow for a capital construction project, and a broad search for a Courts-proximate building or even multiple buildings for purchase identified no appropriate sites. The most expedient and recommended course of action is to lease office space so that the staff of the District Attorney, San Francisco Police Department, and Adult Probation Department can conduct their business elsewhere. The District Attorney and most of the Police staff can be relocated to 350 Rhode Island; Police Storage can be moved to an existing storage facility at 777 Brannan Street; and Adult Probation can be relocated to 945 Bryant Street. The leases have staggered start dates beginning as early as July 1, 2018, and they require immediate action.

Relocating prisoners is the greatest challenge. Several interventions currently underway are intended to reduce the jail count, including expanded retrial diversion and electric monitoring, LEAD, bail reform, police reform, rebooking, conservatorship beds and treatment beds. These efforts may not be effective to lower the jail population enough to close County Jail #4 permanently. Over the summer, the Sheriff and Capital Planning studied options for exiting the jail in the near term.

The Mayor, the City Administrator, and the Sheriff agree that the safety of the prisoners should not be an afterthought in this process; their security and well-being should be front and center in the exit planning process. The time-sensitivity of the lease options does not allow for deferral until the prisoner exit plans are finalized, however. The Sheriff will bring the plan for prisoner exit before the Board soon.

Once all the non-Court related occupants exit the HOJ, the plan is to demolish the Bryant Street side of the Hall, allowing the Courts to remain. Thank you for your attention to this matter of utmost importance for our city.

OFFICE OF THE MAYOR
SAN FRANCISCO



EDWIN M. LEE

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: *EL* Mayor Edwin M. Lee *[Signature]*
RE: Real Property Lease – Bridgeton 945 Bryant Fee LLC – 945 Bryant Street-
San Francisco Adult Probation - \$1,763,968 Initial Maximum Annual Base
Rent
DATE: October 17, 2017

Attached for introduction to the Board of Supervisors is a resolution authorizing a Lease for up to 41,744 square feet consisting of entire three floors of 945 Bryant Street, for the San Francisco Adult Probation Office, with Bridgeton 945 Bryant Fee LLC, a limited liability corporation, for twenty years, to be occupied in phases, for the period of July 1, 2018 to June 30, 2038, at an initial monthly base rent not to exceed \$146,997.33 for a total annual initial maximum base rent of \$1,763,968 in the initial year with increases as set forth in the schedule of the Letter of Intent; and finding the proposed Lease is in conformance with the City's General Plan, and the eight priority policies of Planning Code, Section 101.1.

Should you have any questions, please contact Mawuli Tugbenyoh (415) 554-5168.

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SAN FRANCISCO
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