

File No. 241154

Committee Item No. 15

Board Item No. 20

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee Date January 29, 2025

Board of Supervisors Meeting Date February 4, 2025

Cmte Board

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Completed by: Brent Jalipa Date January 23, 2025

Completed by: Brent Jalipa Date January 30, 2025

1 [Real Property License - Retroactive - U.S. Department of Homeland Security, U.S. Coast
2 Guard - 1-199 Forest Road, Building 278, Yerba Buena Island, San Francisco, CA - Initial
3 Base Rent \$0]

4 **Resolution retroactively approving and authorizing the Director of Property, on behalf**
5 **of the San Francisco Police Department, to execute a License of a portion of the real**
6 **property located at 1-199 Forest Road, Building 278 with U.S. Department of Homeland**
7 **Security - U.S. Coast Guard, federal government, for an initial term of five years at an**
8 **initial annual base rent of \$0 effective November 1, 2024, through October 31, 2029; and**
9 **authorizing the Director of Property to enter into amendments or modifications to the**
10 **License that do not materially increase the obligations or liabilities to the City and are**
11 **necessary to effectuate the purposes of the License or this Resolution.**

12
13 WHEREAS, The City and County of San Francisco ("City"), San Francisco Police
14 Department ("SFPD") serves the community by committing to excellence in law enforcement
15 and dedication to the people, traditions and diversity of the city; and

16 WHEREAS, SFPD desires to open a police substation to provide ongoing protection of
17 life and property, crime prevention and reduction of fear of crime on the Yerba Buena Island;
18 and

19 WHEREAS, SFPD believes this space will enhance operations and better meet their
20 programmatic needs; and

21 WHEREAS, On behalf of SFPD, the Real Estate Division ("RED") negotiated a License
22 Agreement ("License") with U.S. Department of Homeland Security - U.S. Coast Guard
23 ("Licensor") for 2,744 square feet at Sector San Francisco, Building 278 (the "Premises"); and

24 WHEREAS, The License provides for a five-year term, at an annual base rent of \$0; a
25 copy of the proposed license is on file with the Clerk of the Board in File No. 241154; and

1 WHEREAS, The Licensee, at its sole expense, shall provide all maintenance,
2 modifications, or improvements necessary to utilize the Premises, including janitorial, water,
3 electricity, and HVAC, and

4 WHEREAS, The Premises are licensed as-is and at no cost to Licensor, and

5 WHEREAS, The Director of Property has determined that the base rent is at or below
6 the fair market value for similar properties and is less per square foot than the requirement for
7 an independent appraisal under Chapter 23; now, therefore, be it

8 RESOLVED, That in accordance with the recommendations of the, Chief of Police of
9 SFPD and the Director of Property that the Director of Property is hereby authorized on behalf
10 of the City and County of San Francisco, as Licensee, is hereby authorized to take all actions
11 necessary to execute a License at Building 278 on Yerba Buena Island, at a base rent of \$0
12 for a five year term, effective upon approval of this Resolution by the Board, the Mayor and
13 execution by the Director of Property; and, be it

14 FURTHER RESOLVED, The Board of Supervisors retroactively approves the License
15 in substantially the form in the Board's File and authorizes the Director of Property to take all
16 actions, on behalf of the City to enter into any additions, amendments or other modifications
17 (including without limitation, the exhibits) to the License that the Director of Property
18 determines, in consultation with SFPD and the City Attorney, are in the best interests of the
19 City, do not materially increase the obligations or liabilities of the City, and are necessary or
20 advisable to complete the transaction and effectuate the purpose and intent of this Resolution
21 and are in compliance with all applicable laws, including City's Charter; and, be it

22 FURTHER RESOLVED, That any action taken by the Director of Property and other
23 officers of the City with respect to the License are hereby approved, confirmed and ratified;
24 and, be it

1 FURTHER RESOLVED, That within thirty (30) days of the License being fully executed
2 by all parties, the Director of Property shall provide a copy of the final License executed
3 agreement to the Clerk of the Board for inclusion into the official file.
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/s/

William Scott
Chief of Police
San Francisco Police Department

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/s/
Andrico Q. Penick
Director of Property
Real Estate Division

Item 15 File 24-1154	Department: San Francisco Police Department, Real Estate Division (RED)
EXECUTIVE SUMMARY	
Legislative Objectives - The proposed resolution authorizes the Director of Property, on behalf of the San Francisco Police Department, to retroactively execute a License for an initial term of five years between the U.S. Department of Homeland Security- U.S. Coast Guard, as licensor, and the City as licensee, for 2,744 square feet within Building 278 at 1-119 Forest Road on Yerba Buena Island, at a total annual base rent of \$0. Key Points - The San Francisco Police Department (SFPD) would utilize Building 278 in 1-119 Forest Road on Yerba Buena Island to open a new police substation to support public safety in Treasure Island and Yerba Buena Island. This new substation would replace the existing substation at 1 Avenue of the Palms Suite 29 on Treasure Island. - According to SFPD, the proposed police substation is larger than the existing substation on Treasure Island and offers a better layout that would enhance operations and better meet the department's programmatic needs. - The resolution would retroactively approve the license from November 1, 2024, to October 31, 2029. - Under the agreement, the City is responsible for all maintenance, repairs, modifications and utility services. Fiscal Impact - Over the initial five-year term of the proposed lease, total rent to be paid by the SFPD is \$0. - The BLA is not able to provide fiscal impact due to Police not yet having cost estimates of what tenant improvements will be needed, the timeline, and expected costs of moving into this facility. We will review project costs in the upcoming budget process. Based on the size of the site and current construction costs, we estimate that the tenant improvements could cost approximately \$700,000 to \$2.5 million. Recommendation - Approve the proposed resolution.	

MANDATE STATEMENT

Administrative Code Section 23.27 states that the Board of Supervisors shall approve all leases on behalf of the City as tenant by resolution for which the term is longer than a year and costs over \$15,000 per month.

BACKGROUND

Treasure Island and Yerba Buena Island are currently being served by a SFPD's substation at 1 Avenue of the Palms Suite 29 on Treasure Island. The lease is due to expire on November 30, 2025. According to Police staff, prior fiscal year costs for operating this substation totaled \$26,862. The proposed facility at 1-119 Forest Road on Yerba Buena Island would replace the existing substation, which, according to SFPD, is in an older building that offers a suboptimal space due to age and layout.

1-119 Forest Road has been utilized by the United States Coast Guard (USCG) since 1973 as a command center for the San Francisco Vessel Traffic Service (VTS). USCG has relocated operations to a new facility, with VTS electronic equipment remaining on the site. USCG retains ownership of the property.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution authorizes the Director of Property, on behalf of the San Francisco Police Department, to retroactively execute a License for an initial term of five years between the U.S. Department of Homeland Security - U.S. Coast Guard, as licensor, and the City as licensee, for 2,744 square feet within Building 278 at 1-119 Forest Road on Yerba Buena Island. The five-year term would commence retroactively effective November 1, 2024, to October 31, 2029. The total annual base rent will be \$0. Exhibit 1 below summarizes the terms and conditions of the lease provisions.

Exhibit 1. Summary of Proposed License

	Proposed License
Premises	2,744 square feet at 1-119 Forest Road, Building 278
Base Rent (annual)	\$0
Services and Utilities	City will provide utilities, maintenance, repairs, and any modifications.
Term	Five years

Source: License Agreement

Utilities and Services

Under the agreement, the City is responsible for all maintenance, repairs, modifications and utility services, including janitorial services, water, electricity, and HVAC, necessary to utilize the premises.

Building Usage

1-119 Forest Road has been utilized by the United States Coast Guard (USCG) since 1973 as a command center for the San Francisco Vessel Traffic Service (VTS). USCG has relocated operations to a new facility, with VTS electronic equipment remaining on the site. USCG retains ownership and continuous use of the property and has offered licensed use of vacant spaces in building 278 to SFPD.

The San Francisco Police Department would utilize the site as an operational office and southern sub-station to support public safety in Treasure Island and Yerba Buena Island. Use of the property will include office space, interview space, and parking SFPD vehicles.

FISCAL IMPACT

While the five-year term of the proposed agreement total rent to be paid by SFPD is \$0, the department will incur other costs to create a new sub-station. The BLA is not able to provide fiscal impact due to Police not yet having cost estimates of what tenant improvements will be needed, the timeline, and expected costs of moving into this facility. We will review project costs in the upcoming budget process. Based on the size of the site and current construction costs, we estimate that the tenant improvements could cost approximately \$700,000 to \$2.5 million.

RECOMMENDATION

Approve the proposed resolution.

U.S. DEPARTMENT OF HOMELAND SECURITY - U.S. COAST GUARD Form SILC-1100 (05/2021)	REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY	LICENSE NUMBER: HSCG89-24-6-0043
Pursuant to 14 U.S.C. § 504(a)(14), the United States of America, acting by and through the Commandant of the U.S. Coast Guard, grants to the Licensee named herein a non-exclusive and revocable license, at will, affecting the property described and for the purpose designated below, subject to all of the general conditions and special conditions as set forth herein.		
1. COAST GUARD ACTIVITY <i>(Property location)</i> Sector San Francisco, Yerba Buena Island	2. LICENSE EFFECTIVE TERM <i>(Inclusive)</i> FROM: 11/1/24 TO: 10/31/29	
3. DESCRIPTION OF PROPERTY AFFECTED <i>[the "Premises"]</i> RPUID Number(s) 18896 and 847834 As shown on Exhibit "A", attached hereto and made a part hereof. Location of the buildings B01 and B070 are shown on the Exhibit.		
4. PURPOSE OF LICENSE <i>(Specific use)</i> Use of Buildings B01 and B070 to be used as an operational office and southern sub-station to support public safety Treasure Island and Yerba Buena Island. Use of the property will include parking for SFPD vehicles.		
5. CONSIDERATION <i>(Check here if applicable)</i> ☐ The Licensee shall pay a fee of \$ _____ per _____, payable in advance, which is based on Fair Market Value for the use of the Premises. Payments shall reference the License No. above and be sent to: Bank of America, Lockbox 530249 (ART/OTHERS), 1075 Loop Rd., Atlanta, GA 30337-6002.		
6. LICENSOR U.S. Department of Homeland Security U.S. Coast Guard Civil Engineering Unit Oakland - 1301 Clay St, Ste 700N, Oakland, CA 94612	NAME AND OFFICIAL TITLE <i>(Type)</i> STEVEN P. HEIMES Real Estate Contracting Officer DATE	SIGNATURE
PRIMARY POINT OF CONTACT Beverly Freitas	TELEPHONE 571-607-1094	EMAIL beverly.j.freitas@uscg.mil
7. LICENSEE** <i>(Give Full Name and Address)</i> San Francisco Police Department Administrative Bureau/Facilities Unit 1245 3rd Street San Francisco, California 94158	NAME AND OFFICIAL TITLE <i>(Type)</i> ANDRICO Q. PENICK Director of Property DATE	SIGNATURE
PRIMARY POINT OF CONTACT Rachan Anderson	TELEPHONE 415-554-9821	EMAIL rachan.anderson@sfgov.org
**If Licensee is other than an individual: I certify that I am an officer or managing member of the entity named herein as Licensee and that the person who accepted this License was duly authorized by the Licensee's governing body to accept this License on behalf of the Licensee.		

SPECIAL AND GENERAL CONDITIONS

8. SPECIAL CONDITIONS. By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

As shown on Exhibit "B" , attached hereto and made part hereof. ☐ No Special Conditions.

9. GENERAL CONDITIONS. By the acceptance of this license, the licensee agrees to abide and be bound by the following:

a) **COMPLIANCE WITH LAWS AND ORDINANCES.** In the exercise of any privilege granted by this License, Licensee, its agents, employees, guests, or invitees, shall, at no cost to the Licensor, comply with all applicable federal, state, tribal, local government, and municipal laws, statutes, ordinances, rules, regulations, codes, decrees, orders and other such requirements (collectively, Laws) including without limitation Laws regarding wages and hours, health, safety, building codes, emergencies, security, and accessibility of the Premises. The Licensor may inspect the premises as needed to confirm Licensee's compliance. In particular:

- (1) The Licensee shall comply and ensure its agents, employees, guests, or invitees comply with 41 C.F.R. 102-74 Subpart C "Conduct on Federal Property".
- (2) Licensee is responsible for obtaining any necessary licenses, permits and other permissions, including without limitation for fire and life safety requirements, to engage in its activities. Licensor is not responsible for obtaining such licenses, permits and other permissions for Licensee or for allowing Licensee to use Licensor's licenses, permits and other permissions for Licensee's activities.
- (3) The Licensee agrees that no person will be discriminated against in connection with the use made by the Licensee of the property on the grounds of age, sex, handicap, religion, race, color or national origin, nor will any person be denied the benefits of or be subjected to discrimination under any program or activity held, conducted or sponsored by the Licensee in that any activity, program or use made of the property by the Licensee will be in compliance with the provisions of Title VI of the Civil Rights Act of 1964 and all other applicable regulations. The Licensee will obtain from each person or firm, who through contractual or other arrangements with the Licensee, provides services, benefits or performs work on the property, a written agreement whereby the person or firm agrees to assume the same obligations with respect to nondiscrimination as those imposed upon the Licensee by law and will furnish a copy of such agreement to the Licensor.
- (4) In its access and use of the Premises, Licensee shall comply with all applicable environmental requirements including requirements concerning regulating the quality of the environment and the protection and enhancement of environmental quality, pollution control and abatement, safe drinking water, and solid and hazardous waste. Responsibility for compliance with such requirements rests exclusively with Licensee, including liability for any fines, penalties, or other similar enforcement costs. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (5) In its access and use of the Premises, Licensee shall comply with all applicable laws regarding occupational safety and health, the handling and storage of hazardous materials, and the proper handling and disposal of hazardous wastes and hazardous substances. Responsibility for the costs of proper handling and disposal of hazardous wastes and hazardous substances discovered on the Premises, including those hazardous wastes and hazardous substances generated by the Licensee, is governed by applicable law. The terms hazardous materials, hazardous wastes, and hazardous substances are as defined in Federal Water Pollution Control Act, Comprehensive Environmental Response, Compensation, and Liability Act of 1980, Solid Waste Disposal Act, the Clean Air Act, and Toxic Substances Control Act, and their implementing regulations, as they have been or may be amended from time to time. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (6) The Licensee shall use all required means to protect the environment and natural resources from any damage arising from the Licensee's use of the premises and activities incident to such use. The Licensee may not unlawfully pollute the air, ground, or water, nor create a public nuisance. If any damage results to the environment or natural resources, the Licensee shall restore the environment or damaged resources. The Licensee shall be solely responsible for all environmental cleanup cost and any claims for damage done to any natural resources, resulting from the Licensee's use of the premises and activities incident to such use. The Licensee shall indemnify the Licensor and hold it harmless from any claims for environmental cleanup or natural resource damage that may be made against the Licensor resulting from the Licensee's use of the premises and activities incident to such use. Except as agreed upon by the Licensor and the Licensee or reasonably demonstrated by appropriate investigation and analysis, all contamination, degradation or other damage to the environment or natural resources at the premises will be presumed to be the responsibility of the Licensee, including any contamination, degradation or other damage existing at the time this License becomes effective. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (7) In its access and use of the Premises, Licensee shall not remove or disturb, or cause or License to be removed or disturbed, any historical, archaeological, architectural, or other cultural artifacts, relics, vestiges, remains, or objects of antiquity. In the event Licensee discovers such items on the Premises, Licensee shall cease its activities at the site and immediately notify the Installation Commander and protect the site and the material from further disturbance until the Installation Commander gives clearance to proceed. Any costs resulting from this delay shall be the responsibility of Licensee. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.
- (8) If the term of this License is greater than one (1) year, the Licensee shall provide reports to the Licensor, on an annual basis on the anniversary date of the commencement of this License, demonstrating that Licensee is in compliance with all statutory and regulatory requirements such as: the National Environmental Policy Act, 42 U.S.C. §§ 4321 et seq.; Federal Water Pollution Control Act (aka the Clean Water Act), 33 U.S.C. §§ 1251 et seq.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f et seq.; the Clean Air Act, 42 U.S.C. §§ 7401 et seq.; the Solid Waste Disposal Act, as amended (aka Resource Conservation and Recovery Act), 42 U.S.C. §§ 6901 et seq.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 et seq.; the Coastal Zone Management Act, 16 U.S.C. §§ 1445 et seq.; the Federal Insecticide Fungicide, and Rodenticide Act, 7 U.S.C. §§ 136 et seq.; the

GENERAL CONDITIONS CONTINUED

National Historic Preservation Act, 16 U.S.C. §§ 470 et seq.; the Endangered Species Act, 16 U.S.C. §§ 1531 et seq.; the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601 et seq.; and the Asbestos Hazard Emergency Response Act (AHERA), 15 U.S.C. §§ 2641 et seq. Such reports shall include copies of Licenses, consultation records and other appropriate documentation. In addition, upon request by the Licensor, the Licensee shall provide the Licensor with copies of any documentation or other records reasonably necessary to ensure compliance with the Licensee's obligations under this License. The Licensee's obligations pursuant to this paragraph shall survive the termination of this License.

(b) **CONDITION OF PREMISES.** Licensee has inspected and knows the condition of the Premises. The Premises are granted in an "as is, where is" condition without any warranty, representation, or obligation on the part of Licensor to make any alterations, repairs, improvements, or corrections to defects whether patent or latent. At such times and for such part of the Premises as Licensor may determine, the Licensee shall execute a Physical Condition Report to reflect the condition of the Premises prior to the Premises being disturbed by the activities of Licensee, which shall be used to indicate the condition of the Premises prior to the activities of the Licensee in comparison with the condition of the Premises subsequent to the activities of Licensee to ensure Licensee returns the Premises to the condition required by this License.

(c) **RESTORATION OF PREMISES.** On or before the date of expiration of this License or within 30 days after its abandonment by the Licensee or termination by the Licensor, Licensee shall vacate the Premises, remove its property therefrom, and restore the Premises to their original condition without expense to the United States. Such restoration shall include, if applicable, removal of contamination caused by Licensee. The obligations of Licensee, including those regarding remediation of environmental damage and removal of any structures, facilities, and equipment installed by Licensee, shall remain in effect after the termination of this License, until restoration has been completed to the satisfaction of the Licensor.

(d) **PREMISES SUBJECT TO LICENSOR CONTROL.** The Licensee's use of the Premises shall be subject to the control of and is governed by such regulations and orders as have been lawfully promulgated or approved by the Secretary of Homeland Security, the Commandant of the U.S. Coast Guard, or by any designated military commander or other official responsible for the Premises (the "Installation Commander"). Violation of any such regulations, orders, or conditions may result in the termination of this License. The Licensee's rights shall be subject to such rules and regulation as may be promulgated by the Licensor to ensure that the exercise of such rights shall not unreasonably interfere with the Licensor's activities or security on Licensor's Property.

(e) **OTHER GRANTS OF ACCESS.** This License is subject to all outstanding easements, rights-of-way, leases, permits, licenses, and uses for any purpose with respect to the Premises. Licensor reserves the right to grant additional easements, rights-of-way, leases, permits, and licenses, and make additional uses with respect to the Premises without regard to this License.

(f) **PROTECTION OF PREMISES.** In the exercise of the privileges pursuant to this License, Licensee shall, at all times, protect, repair, and maintain the Premises in good order and condition at its own expense and without cost or expense to Licensor. Licensee shall exercise due diligence in protecting the Premises against damage or destruction by fire, vandalism, theft, weather, environmental damage or contamination, or other causes related to Licensee's activities. If this License gives possession of United States property, the Licensee shall at all times keep the Premises in a sanitary condition satisfactory to Licensor.

(g) **DAMAGE.** Licensee shall not destroy, displace or damage United States property in the exercise of the privilege granted by this License without the prior written consent of the Licensor and the express agreement of the Licensee promptly to replace, return, repair and restore any such property to a condition satisfactory to the Licensor upon demand. Any interference with the use of or damage or destruction to property under control of the Licensor, incident to the exercise of the rights and privileges herein granted shall be promptly corrected by Licensee to the satisfaction of Licensor. If Licensee fails to promptly correct such damage or destruction within a reasonable time after being notified to do so by Licensor, the Licensor may correct such damage or destruction and Licensee shall be liable for the costs of such correction.

(h) **ALTERATIONS TO PREMISES.** The Licensee shall not make any substantive alterations, additions, improvements, construction or destruction to, upon, over or under the Premises of any kind or character, except such as are specifically authorized herein.

(i) **LICENSOR PROPERTY.** Any United States property which must be removed by the Licensee in the exercise of the privilege granted by this License shall be stored, relocated or removed from the site, and returned to its original location upon termination of this License, at the sole cost and expense of the Licensee, only as approved and directed in writing by the Licensor.

(j) **LICENSEE PROPERTY.** Any property of the Licensee installed or located on the property affected by the Licensee shall be removed upon thirty (30) days written notice from Licensor.

(k) **OPERATION.** The Licensee shall confine activities on the property strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of United States business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.

(l) **INTERFERENCE.** In the exercise of the rights granted by this License, the Licensee shall not in any way interfere with: operation and equipment under the control of the Licensor; navigational aids or equipment; or equipment or other property authorized, installed, and operated in the vicinity. The equipment, property, or fixtures installed and operated by Licensee pursuant to this License shall not in any way pose any hazard to life, health, or safety. The Licensee shall at no time permit or allow: any interference with the Licensor's operations or access rights; or access to any Licensor equipment or facilities, including but not limited to aids to navigation or radio beacons.

(m) **CONTROLLED SUBSTANCES AND ALCOHOLIC BEVERAGES.** Licensee shall not permit or allow any controlled substances or any alcoholic beverages to be brought onto, possessed, used, solicited, transferred, or sold on the installation, except for evidence seized during performance of official law enforcement duties.

(n) **SOLICITATIONS.** Licensee, its officers, employees, contractors, agents and guests and the participants in its activities may not engage in any activities while on the Premises that may reasonably be construed as the solicitation of funds for private or commercial interests, including fund raising for nonprofit organization or causes.

(o) **EXPENSE.** Any cost, expense or liability connected with or in any manner incident to the granting, exercise, enjoyment or relinquishment of this license shall be assumed and discharged by the Licensee. The Licensee's use and occupancy of the premises shall be without cost or expense to the Licensor.

(p) **INSURANCE.** At all times this License shall be in effect, the Licensee, at no expense to the Licensor, shall carry and maintain, and require its contractors, if any, of any tier performing work on the Premises to carry and maintain, the following insurances, which shall name the Licensor as an additional insured:

GENERAL CONDITIONS CONTINUED

(1) Comprehensive general liability insurance on an "occurrence basis" against claims for "personal injury," including without limitation, bodily injury, death, or property damage, occurring upon, in, or about the Premises including any buildings thereon and adjoining sidewalks, streets, and passageways, such insurance to afford immediate minimum protection at all times during the term of this License, with limits of liability in amounts approved from time to time by Licensor, but not less than ONE MILLION DOLLARS (\$1,000,000) in the event of bodily injury and death to any one or more persons in one accident, and not less than FIVE HUNDRED THOUSAND DOLLARS (\$500,000) for property damage. Such insurance shall also include coverage against liability for bodily injury or property damage arising out of the acts or omissions by or on behalf of Licensee by an invitee or any other person or organization, or involving any owned, non-owned, or hired automotive equipment in connection with Licensee's activities.

(2) If and to the extent required by law, workers' compensation and employer's liability or similar insurance in form and amounts required by law.

All policies of insurance which this License requires Licensee to carry and maintain or cause to be carried or maintained pursuant to this License shall be affected under valid and enforceable policies, in such forms and amounts as may be required under this License, issued by insurers of recognized responsibility. All such policies of insurance shall be for the mutual benefit of Licensor and Licensee. Each such policy shall provide that any losses shall be payable notwithstanding any act or failure to act or negligence of Licensee or Licensor or any other person; provided that no cancellation, reduction in amount, or material change in coverage thereof shall be effective until at least sixty (60) days after receipt by Licensor of written notice thereof; provided that the insurer shall have no right of subrogation against Licensor; and be reasonably satisfactory to Licensor in all other respects. In no circumstances will Licensee be entitled to assign to any third party rights of action which Licensee may have against Licensor. The foregoing notwithstanding, any cancellation of insurance coverage based on nonpayment of the premium shall be effective after fifteen (15) days written notice to Licensor. Licensee understands and agrees that cancellation of any insurance coverage required to be carried and maintained by Licensee under this Section will constitute a failure to comply with the terms of the License.

Licensee shall deliver or cause to be delivered upon execution of this License, and thereafter not less than fifteen (15) days prior to the expiration date of each policy furnished pursuant to this paragraph, to Licensor a certificate of insurance evidencing the insurance required by this License.

(q) **LIABILITY AND INDEMNIFICATION.** Licensor shall not be responsible for damage to property or injuries to persons which may arise from or be attributable or incident to, the condition or state of repair of the Premises, due to its use and occupation by Licensee. Licensee agrees that it assumes all risks of loss or damage to property and injury or death to persons, whether to its officers, employees, contractors or any tier, agents, invitees, or others by reason of or incident to Licensee's use of the Premises, and its activities conducted under this License. Licensee shall, at its expense, pay any settlements of or judgments on claims arising out of its use of the Premises. Licensee shall indemnify and hold Licensor harmless against any and all judgments, expenses, and taxes. Liabilities, claims, and charges of whatever kind or nature that may arise as a result of the activities of Licensee, whether tortious, contractual, or other, except to the extent such claim or charges is cognizable under the Federal Tort Claims Act. The Licensee shall save, hold, indemnify and keep harmless the United States, its agents, and employees from and against any and all payments, expenses, costs, attorney's fees, and from and against any and all claims and liability for losses or damage to property or injuries to persons or death, directly or indirectly due to the exercise by the Licensee, its agents, employees, guests, or invitees, of the privilege granted by this License, or any other act or omission of Licensee, including failure to comply with the obligations of this License.

(r) **TRANSFER, ASSIGNMENT, LEASING OR DISPOSAL.** Licensee shall not transfer, permit, license, assign, lease, or dispose of in any way (including, but not limited to, sale, merger, consolidation, receivership, or other means) this License or any interest therein or the Premises or any portion thereof, or otherwise create any interest therein.

(s) **LIENS AND MORTGAGES.** Licensee shall not engage in any financing or other transaction creating any mortgage upon the Premises, place or suffer to be placed upon the Premises any lien or other encumbrance or suffer any levy or attachment to be made on Licensee's interest in the Premises under this License. On the date of the execution or filing of record of any such mortgage, encumbrance, or lien, regardless of whether or when it is foreclosed or otherwise enforced, this License shall terminate without further action by Licensor.

(t) **GUARANTEE DEPOSIT / BOND.** Any deposit which may be required to guarantee compliance with the terms and conditions of this License shall be in the form of a certified check, cashier's check or postal money order in the amount designated above, payable to Licensor. Any bond required by this License shall be in the amount designated above, executed in manner and form and with sureties satisfactory to Licensor.

(u) **AVAILABILITY OF FUNDS.** The obligations of Licensor under this License shall be subject to the availability of appropriated funds. No appropriated funds are obligated by this License.

(v) **VARIATIONS AND MODIFICATIONS.** The Licensee shall promptly comply with such further conditions and requirements as Licensor may hereafter prescribe in writing. The Licensee shall not vary or depart from the terms of this License without prior written consent of Licensor. This License may only be modified or amended in writing, which shall be duly executed by the authorized representatives of the parties.

(w) **TERMINATION.** This License may be terminated at will and in the Licensor's sole discretion and such termination shall not create any liability on the part of Licensor for Licensee's costs, anticipated profits or fees, and costs of construction, installation, maintenance, upgrade, and removal of facilities, or any other costs, profits, or fees, and any such costs and anticipated profits or fees will not be recoverable from Licensor.

(x) **ENTIRE AGREEMENT.** It is expressly understood and agreed that this written instrument embodies the entire agreement between the Parties regarding the use of the Premises by the Licensee, and there are no understandings or agreements, verbal or otherwise, between the Parties except as expressly set forth herein.

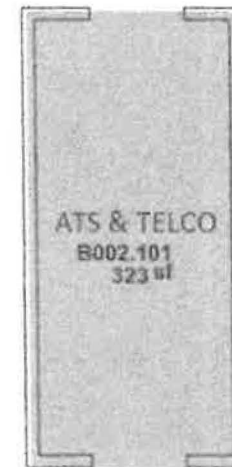
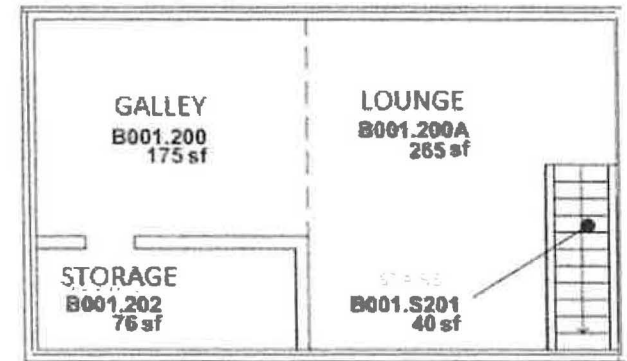
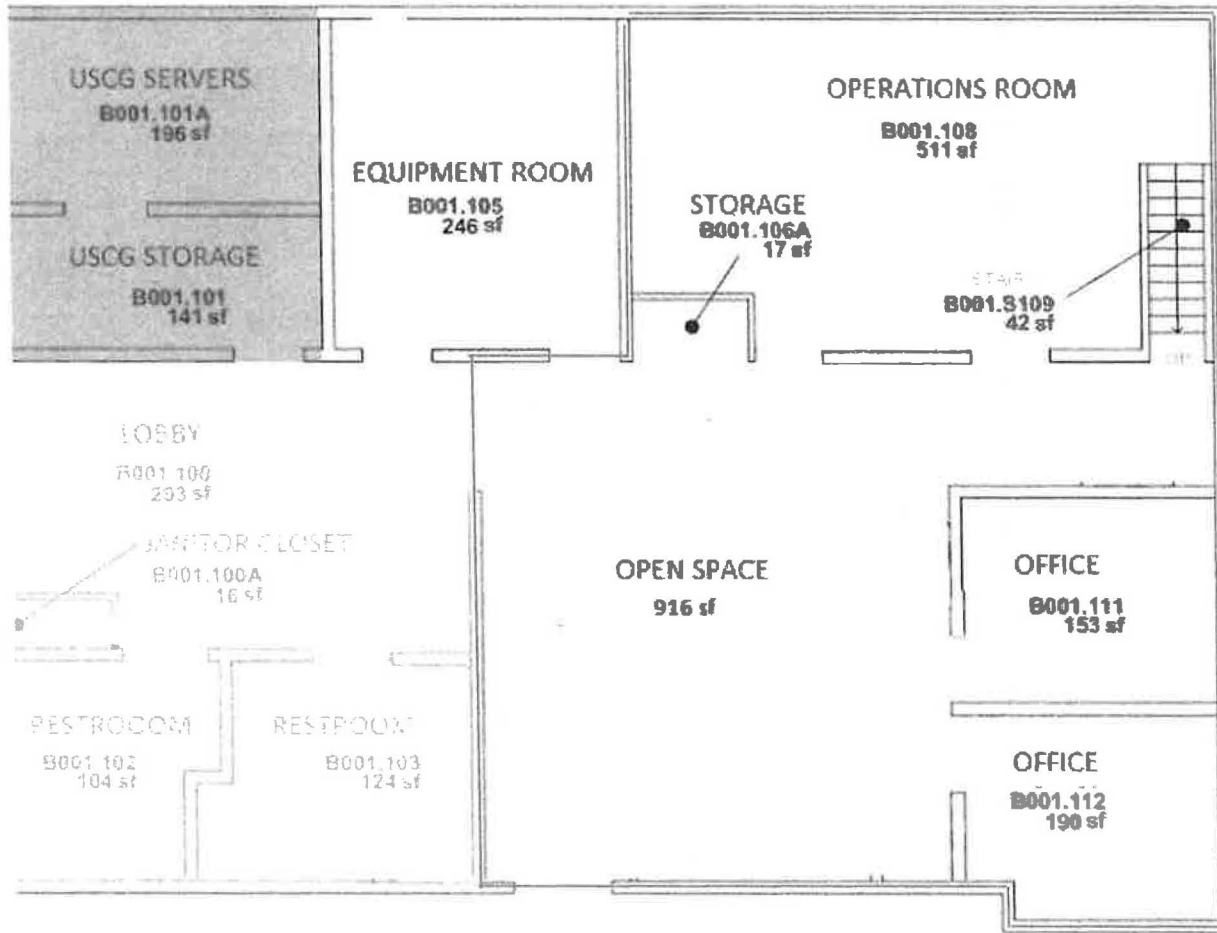
(y) **SECTION AND PARAGRAPH HEADINGS.** The headings containing in this License, its Attachments, and Exhibits are to facilitate reference only and shall not in any way conflict with the construction or interpretation of the rest of the text and meaning of the License.

(z) **CONFLICT BETWEEN GENERAL AND SPECIAL CONDITION(S).** If any special condition(s) conflict with any general condition(s), then the general condition(s) shall be null and void to the minimum extent necessary to give effect to the special condition(s).

(aa) No advertisements, commercial, political or otherwise, will be placed by Licensee or allowed on the Licensor's property.

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EXHIBIT A



MAIN FLOOR



USCG spaces



Space available for licensed use

Common Use Area

USCG BUILDING 278 (AKA: VTS CENTRAL CONTROL BUILDING)

REVOCABLE LICENSE FOR NON-FEDERAL USE OF FEDERAL REAL PROPERTY

1. LICENSE NO.
HSCG89-24-6-0043

9. SPECIAL CONDITIONS. By the acceptance of this license, the Licensee agrees to abide and be bound by the following SPECIAL CONDITIONS:

1. The Premises for this License are Buildings B01 and B070. All exterior common use areas within the fence-line depicted in the facility map attached hereto as Exhibit "A" are included. The Licensee shall use all areas depicted as SFPD spaces and common use area in Buildings B01 and B070 floor plans attached hereto as Exhibit "C".
2. The Premises are licensed "as-is/where is" and at no cost to the Licensor. Licensee is responsible for all maintenance, modifications, or improvements necessary to utilize the premises. Any modifications and improvements planned by the Licensee must be reviewed and approved by the Licensor. Plans should be submitted to Coast Guard POC shown in Article 6 of the license agreement prior to start of any work. Licensee is responsible for all design engineering, and project execution required. Approval of the Licensee's plans shall not be unreasonably withheld. If the license is to be terminated, Licensor will determine which modifications and improvements shall be left in place or removed by the Licensee prior to vacating the space.
3. Licensee will, at its own expense, provide for and maintain physical security needs required to use the licensed premises. Additional security features added by the Licensee must meet the Licensor's requirements and allow for shared access to common use areas for all tenants. The common use areas include but are not limited to: the main vehicle and two pedestrian access gates, all exterior grounds located inside the perimeter security fence, the main building lobby, janitor closet, and restrooms. At no time shall the perimeter security or common use areas be left open to public access and unattended.
4. The Licensee's use of Premises must not cause interference or restrict the use of any of Licensor's electronic or communication equipment.
5. Licensor will not be held responsible for any costs associated with providing utility services used by the Licensee. Licensor currently pays for all water, power, and sewer services to the entire Premises and are available for Licensee's use. The Licensor shall prorate the Licensee's utility costs based on apparent use. If Licensee prefers to have independently metered utilities, Licensee shall make any system alterations needed and apply for separate service/meter directly from utility providers. All engineering, project execution, and costs related to expand on existing services to the premises shall be borne by Licensee. Any new utility connections to the premises shall be coordinated with the POC shown in Article 6 of this license agreement.
6. Licensee is responsible for any alterations needed to the premises HVAC and fire alarm systems as may be required to separate system controls for the Licensee's exclusive use.
7. Licensee shall have a maintenance plan for the premises that include the common use areas. Scope of the maintenance plan must cover both interior and exterior of buildings, plus contain provisions for 24-7 emergency repairs and procedures to prevent progressive damages. The maintenance plan shall include provisions for trash removal, to control fire risk, and to clean and prevent graffiti. Grounds shall be kept neat to Licensor's satisfaction. Storage/ repair of non-operating vehicles or washing vehicles on the premises is prohibited.
8. Telecommunications availability and use: The premises contain a fiber network and a conduit pathway controlled by the Licensor that connects with the YBI Joint Trench managed by SF Department of Technology, Caltrans ductwork, and AT&T ductwork. The Premises also include the Licensor's tower currently occupied by State equipment and referred to as the "State Tower", which could be connected with use of adjacent rooms licensed in the main building. Licensee shall be responsible to develop all connections required for their communications services used within the Premises and on the State Tower. The single Licensee of the State Tower shall manage and be responsible for all users on that tower. Licensee shall not make any connections to Licensor's operated fiber or communications services without first coordinating with the POC shown in Article 6 on the license agreement. All equipment used by the Licensee must in no way interfere with Licensor's use of its communications equipment on site.
9. The Licensor's emergency generator provides backup power to the entire premises during power outages. Its primary purpose is a backup power source for all Licensor equipment on the site, and secondary for back-up power to all premises used by the Licensee. Licensee is responsible for all protection and backup to their electrical equipment used on the premises. Licensor is not responsible to ensure Licensee's equipment is connected or supplied generator power. Licensee is responsible for ensuring their power use on premises does not overload the Licensor's generator. In the event site loads must be shed to preserve generator operation, Licensor shall have final determination of the critical loads to stay energized. Licensee may be required to provide fuel for the Licensor's generator during extended outages. At no time shall the Licensee's power use interfere with operation of the Licensor's equipment.
10. Licensee shall maintain the premises to be continuously suitable for occupancy to Licensor's satisfaction. Licensee must provide Licensor with a video/photo survey of the premises to record its condition at start and termination of the license period. Prior to vacating upon termination of the license, the premises shall be returned in a condition equal to or better than the condition received at no cost to the Licensor. If Coast Guard requirements for use of the facility change at any time during the term of this license, Coast Guard has the right to terminate the license in accordance with Article 9w of the General Conditions of the license.
11. Licensee shall notify Sector San Francisco Officer of the Day (OPOD) at 415-286-1117 immediately of any attempt to trespass/break-in to the facility and secure the premises until Coast Guard personnel can inspect the property and any damage that occurred.
12. Licensee shall manage all personnel access using the Premises, and if requested by the Licensor's on-site Representative, be able to provide names of all personnel who are on site or will be using the Premises.
13. In accordance with Paragraph 9(p) of the General Conditions to the license, Licensee is a self-insured entity and is required to provide a statement of self-insurance from their Risk Manager. Licensee will assume the liability against claims for personal injury, bodily injury, death or property damage, occurring on the licensed property, except for damages or claims caused by the Licensor.
14. Notwithstanding Paragraph 9(a)(6) of the General Conditions of this License, City shall not be responsible for any contamination, degradation or other damage to the environment or natural resources at the Premises that does not result from City's use of the Premises and/or that predates the Effective Date of this License. If there is any conflict or inconsistency between these Special Conditions and the General Conditions, these Special Conditions shall control.
15. Licensor shall provide City three (3) months advanced written notice of its intent to terminate this License pursuant to Paragraph 9(w) of the General Conditions to the license.
16. The City's required administrative provisions are attached hereto and made a part hereof as Exhibit "C".

Exhibit C

CITY AND COUNTY OF SAN FRANCISCO PROVISIONS

1.1 Bicycle Parking Facilities

San Francisco Planning Code (the “**Planning Code**”) Article 1.5, Section 155.3 requires that bicycle parking must be provided at Licensee-leased buildings at no cost to Licensor. During the Term, Licensee will have the right to install and maintain, at no cost to Licensor, all Class 1 Bicycle Parking Spaces (as defined in the Planning Code) and all Class 2 Bicycle Parking Spaces (as defined in the Planning Code) in the Building locations required under the Planning Code.

1.2 Resource-Efficient Licensee Buildings

Licensor acknowledges that the Licensee and County of San Francisco has enacted San Francisco Environment Code Sections 700 to 713 relating to green building requirements for the design, construction, and operation of Licensee buildings. If applicable, Licensor will comply with all applicable provisions of those code sections.

1.3 Sunshine Ordinance

In accordance with San Francisco Administrative Code Section 67.24(e), contracts, contractors’ bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between Licensee and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person’s or organization’s net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement, or other benefit until and unless that person or organization is awarded the contract, lease, agreement, or benefit. Information provided that is covered by this Section will be made available to the public on request.

1.4 Conflicts of Interest

Through its execution of this License, Licensor acknowledges that it is familiar with the provisions of Licensee’s Campaign and Governmental Conduct Code Article III, Chapter 2 and California Government Code Section 87100 et seq. and Section 1090 et seq., and certifies that it does not know of any facts that would constitute a violation of those provisions. If Licensor becomes aware of any such fact during the Term of this License, Licensor will immediately notify Licensee.

1.5 Preservative-Treated Wood Containing Arsenic

Licensor may not purchase preservative-treated wood products containing arsenic in the performance of this License unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Environment Code Section 1304.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LICENSE, LICENSOR ACKNOWLEDGES THAT NO OFFICER OR EMPLOYEE OF LICENSEE HAS AUTHORITY TO COMMIT LICENSEE TO THIS LICENSE UNLESS LICENSEE’S BOARD OF SUPERVISORS HAS DULY ADOPTED A RESOLUTION APPROVING THIS LICENSE AND AUTHORIZING CONSUMMATION OF THE TRANSACTION

CONTEMPLATED BY THIS LICENSE. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF LICENSEE UNDER THIS LICENSE ARE CONTINGENT ON ADOPTION OF THAT RESOLUTION, AND THIS LICENSE WILL BE NULL AND VOID UNLESS LICENSEE'S MAYOR AND BOARD OF SUPERVISORS APPROVE THIS LICENSE, AT THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS LICENSE BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF LICENSEE WILL NOT BE DEEMED TO IMPLY THAT THE RESOLUTION WILL BE ADOPTED AND NO SUCH APPROVAL WILL CREATE ANY BINDING OBLIGATIONS ON LICENSEE.

CITY:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____
ANDRICO Q. PENICK
Director of Property

Pursuant to the authority granted to the
Director of Property under San Francisco
Administrative Code Section 23.26

RECOMMENDED:

William Scott, Chief of Police
San Francisco Police Department

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: _____
Nancy Taylor
Deputy City Attorney

1-199 Forest Road, Yerba Buena Island



New License Agreement



San Francisco Police Department

Background

- Treasure Island and Yerba Buena Island are currently being served by a SFPD's substation at 1 Avenue of the Palms Suite 29 on Treasure Island. The lease is due to expire on November 30, 2025.
- The proposed facility at 1-199 Forest Road on Yerba Buena Island would replace the existing substation.
- 1-199 Forest Road has been utilized by the United States Coast Guard (USCG) since 1973 as a command center for the San Francisco Vessel Traffic Service (VTS). USCG has relocated operations to a new facility, with VTS electronic equipment remaining on the site. USCG retains ownership of the property.

Deal Points

- ▶ Premises: A 2,744 square foot portion of the building labeled B01
- ▶ Term: 5 years expiring 10/31/2029
- ▶ Rent: \$0.00
- ▶ Operating Expenses: City will be responsible for all maintenance, repairs, utilities ,any modifications etc.
- ▶ Termination provisions: This License may be terminated at will and in USCG's sole discretion. City must provide 3 months advance written notice of its intent to terminate the License.



Questions?



November 15, 2024

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

RE: Yerba Buena Island San Francisco Police Department Substation

Dear Board Members:

Attached for your consideration is a proposed Resolution authorizing and approving a revocable license for non-federal use of federal property of approximately 2,744 square feet at 1-199 Forest Road, Building 278, Yerba Buena Island, San Francisco, CA for San Francisco Police Department ("SFPD").

The San Francisco Police Department ("SFPD") serves the community by committing to excellence in law enforcement and dedication to the people, traditions and diversity of the city.

The United States Coast Guard ("USCG") has operated this location since 1973 as a Command Center for the San Francisco Vessel Traffic Service ("VTS"). USCG has since relocated all personnel operations to a new facility on YBI, leaving only the VTS electronic equipment on site still in use. USCG retains ownership and continuous use of the property and has offered licensed use of vacant spaces in building 278 to SFPD.

SFPD desires to open a police substation to provide ongoing protection of life and property, crime prevention and reduction of fear of crime on the island.

The proposed license is for the term of five years effective November 1, 2024, through, October 31, 2029, with current owner, U.S. Department of Homeland Security – U.S. Coast Guard, at a base rent of \$0 per year throughout the entire agreement.

Under the terms of the License Agreement, the City is responsible for all maintenance, repairs, utility services, modifications and improvements necessary to utilize the premises. The City will, at its own expense, provide for and maintain physical security needs required to use the licensed premises.

Should you have any questions regarding the underlying use, please contact me, Real Estate Division at (415) 554-9860.

Respectfully,

A handwritten signature in blue ink, appearing to read 'Andrico Q. Penick', is written over a faint, larger blue ink signature that is partially obscured.

Andrico Q. Penick
Director of Property