

1 [Real Property Lease - Greater Calvary Hill Missionary Baptist Church - 141 Industrial Street,
2 Unit #1- Initial Base Rent \$351,000]

3 **Resolution approving and authorizing the Director of Property, on behalf of the San**
4 **Francisco Human Rights Commission, to execute a Lease of a portion of the real**
5 **property located at 141 Industrial Street, Unit #1 with Greater Calvary Hill Missionary**
6 **Baptist Church, a California corporation, for an initial term of three years at an initial**
7 **annual base rent of \$351,000 effective upon approval of this Resolution; and authorizes**
8 **the Director of Property to enter into amendments or modifications to the Lease that do**
9 **not materially increase the obligations or liabilities to the City and are necessary to**
10 **effectuate the purposes of the Lease or this Resolution.**

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12 WHEREAS, The City and County of San Francisco (“City”), Human Rights Commission
13 (“HRC”) serves the community by investigating and mediating complaints of discrimination in
14 mediation for community disputes; and managing other initiatives as directed by the Mayor
15 and Board of Supervisors; and

16 WHEREAS, HRC desires to open a community facility and job training location to
17 provide ongoing and expanding implementation of the Dream Keeper Initiative, Opportunities
18 for All, Community reading project, and seasonal cultural events; and

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

21 WHEREAS, On behalf of HRC, the Real Estate Division (“RED”) negotiated a Lease
22 Agreement (“Lease”) with Greater Calvary Hill Missionary Baptist Church (“Landlord”) for
23 13,000 square feet at 141 Industrial Street, Unit #1 (the “Premises”); and

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1 WHEREAS, The Lease provides for a three-year term, at an annual base rent of
2 \$351,000 (\$29,250 monthly; \$27 per square feet) with no escalations, a copy of the proposed
3 lease is on file with the Clerk of the Board in File No. 240566; and

4 WHEREAS, The Landlord, at its sole expense, shall provide services to the Premises,
5 including janitorial, water, electricity, and HVAC, Monday through Friday; and

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

9 RESOLVED, That in accordance with the recommendations of the Director of Property,
10 Executive Director of HRC and the City Attorney, the Board of Supervisors approves the
11 Lease Agreement presented to the Board which commences upon approval of this Resolution
12 by the Board and the Mayor; and, be it

13 FURTHER RESOLVED, In accordance with the recommendations of the Director of
14 Property, Executive Director of HRC, in consultation with the City Attorney, the Director of
15 Property on behalf of the City, as Tenant, is hereby authorized to take all actions necessary to
16 execute the Lease at 141 Industrial Street, Unit #1, in San Francisco, at a base rent of
17 \$351,000 yearly; and, be it

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

1 FURTHER RESOLVED, That the Lease contains language indemnifying and holding
2 harmless the Landlord from, and agreeing to defend the Landlord against any and all claims,
3 costs and expenses, including, without limitation, reasonable attorney’s fees, incurred as a
4 result of Tenant’s use of the Premises, any default by the Tenant in the performance of any of
5 its obligations under the Lease or any acts or omissions of Tenant or its agents, in, on or
6 about the Premises or the property on which the Premises are located, except those claims,
7 costs and expenses incurred exclusively as a result of active gross negligence or willful
8 misconduct of Landlord or its agents; and, be it

9 FURTHER RESOLVED, That any action taken by the Director of Property and other
10 officers of the City with respect to the Lease are hereby approved, confirmed and ratified; and,
11 be it

12 FURTHER RESOLVED, That within thirty (30) days of the Lease Agreement being fully
13 executed by all parties, the Director of Property shall provide a copy of the final Lease
14 Agreement executed agreement to the Clerk of the Board for inclusion into the official file.
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16 Available: \$ 29,250.00
17 (base rent for period 6/1/2024 through
18 6/30/24)

Fund ID:	10020 - GF Continuing Authority Ctrl
Department ID:	232021 – HRC Human Rights Commission
Project ID:	10036606 – Reinvestment Initiatives
Authority ID:	21748 - Reinvestment Initiatives

