

1 [Lease of Real Property at 1 Dr. Carlton B. Goodlett Place, North Light Court]

2

3 **Resolution authorizing the lease of 2,400 square feet of space to Juma Ventures, Inc., a**  
4 **California non-profit corporation, in City Hall located at 1 Dr. Carlton B. Goodlett Place.**

5

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

8 WHEREAS, The employees and patrons of City Hall desire to have an additional  
9 quality café operating within the premises; and

10 WHEREAS, The City desires to have the café operation also provide a youth  
11 development opportunity to neighborhood youth in high-stress locations; and

12 WHEREAS, The Real Estate Division has completed a competitive solicitation to  
13 secure a youth development organization and café operator within 2,400 rentable square feet  
14 at 1 Dr. Carlton B. Goodlett Place at a fair market rental rate, with due consideration of  
15 required youth development programs and benchmarks as a condition of said solicitation;  
16 now, therefore, be it

17 RESOLVED, That in accordance with the recommendation of the Director of Property,  
18 the Director of Property is hereby authorized to take all actions, on behalf of the City and  
19 County of San Francisco, as Landlord, to execute a lease with Juma Ventures, a California  
20 non-profit corporation, as Tenant for 1 Dr. Carlton B. Goodlett Place, North Light Court, San  
21 Francisco, California (the "Lease"), substantially in the form on file with the Clerk of the Board  
22 of Supervisors in File No. 080515; and, be it

23 FURTHER RESOLVED, That the term of the Lease shall be five years with a  
24 commencement date of May 1, 2008; and, be it

25

1 FURTHER RESOLVED, That the monthly base rent shall be \$200.00 upon  
2 commencement, modified gross, and such rent shall remain the same through the initial term  
3 of the Lease; and, be it

4 FURTHER RESOLVED, That the Lease shall contain two 5-year options for renewal by  
5 Tenant at a rental rate to be determined between the parties; and, be it

6 FURTHER RESOLVED, That the Lease shall contain requirements that Juma Ventures  
7 adhere to the terms and conditions of the Business Plan submitted by Juma Ventures, as  
8 Exhibit B to the Lease; and, be it

9 FURTHER RESOLVED, That the Lease shall include a clause approved by the City  
10 Attorney, indemnifying and holding harmless the City from and agreeing to defend the City  
11 against any and all claims, costs and expenses, including, without limitation, reasonable  
12 attorney's fees, incurred as a result of Tenant's use of the premises, any default by the Tenant  
13 in the performance of any of its obligations under the Lease or any acts or omissions of  
14 Tenant or its agents, in, on or about the premises or the property on which the premises are  
15 located, excluding those claims, costs and expenses incurred as a result of the active gross  
16 negligence or willful misconduct of City or its agents; and, be it

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

19 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
20 Property to enter into any amendments or modifications to the Lease that the Director of  
21 Property determines, in consultation with the City Attorney, are in the best interest of the City,  
22 do not materially reduce the rent or otherwise materially increase the obligations or liabilities

23  
24 ////////////////

25 ////////////////

1 of the City, are necessary or advisable to effectuate the purposes of the Lease and are in  
2 compliance with all applicable laws, including City's Charter.

3

4

5 RECOMMENDED:

6

7 \_\_\_\_\_  
8 Amy L. Brown  
9 Director of Property

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25