

1 [Real Property Lease - Booker T. Washington Community Service Center - 1050 McAllister  
2 Street - Annual Rent of \$1]

3 **Resolution approving and authorizing the Director of Property, on behalf of the**  
4 **Department of Children, Youth and Their Families, Human Rights Commission, and**  
5 **Department of Public Health, to execute a Lease for the real property located at 1050**  
6 **McAllister Street to Booker T. Washington Community Service Center, a California**  
7 **nonprofit public benefit corporation, for the provision of youth, family, and community-**  
8 **based support services to San Francisco residents at the Ella Hill Hutch Community**  
9 **Center, for a term beginning upon the full execution of the Lease and expiring on June**  
10 **30, 2027, with one six-month option to extend, at an annual rent of \$1; and authorizing**  
11 **the Director of Property to enter into amendments of modifications to the Lease that do**  
12 **not materially increase obligations or liabilities to the City and are necessary to**  
13 **effectuate the purposes of the Lease or this Resolution.**

14  
15 WHEREAS, The City and County of San Francisco (“City”) owns the real property  
16 identified as Assessor’s Parcel Block No. 722, Lot No. 022, commonly known as 1050  
17 McAllister Street (the “Property”), an approximately 102,093 square foot parcel bounded by  
18 Webster Street, Golden Gate Avenue, and Buchanan Street, which includes the  
19 approximately 21,322 square foot Ella Hill Hutch Community Center, and an approximately  
20 2,880 square foot modular building originally formerly utilized by the Department of Public  
21 Health; and

22 WHEREAS, The City previously entered into a lease dated as of June 19, 1981, to  
23 Booker T. Washington Community Service Center (“BTWCSC”), a California nonprofit public  
24 benefit corporation, for operation of a community facility and provision of community services  
25 (the “Original Lease”), which expired on June 19, 2011; and

1           WHEREAS, The City entered into a subsequent lease dated August 1, 2011, with  
2 Collective Impact, a California nonprofit public benefit corporation, for the improvements  
3 comprising the Building commonly known as the Ella Hill Hutch Community Center  
4 (“Collective Impact Lease”); and

5           WHEREAS, Collective Impact provided youth and community-based support services  
6 at the Property, including operational and programming space for the Public Defender’s Office  
7 MAGIC Program (“MAGIC Program”), whose services include youth violence prevention and  
8 related programming, and

9           WHEREAS, Collective Impact has informed the City of its intent to wind down  
10 programmatic and corporate operations as of April 30, 2026; and

11           WHEREAS, BTWCSC currently operates a community center at 800 Presidio Avenue,  
12 where it provides youth, family, and community-based support services to San Francisco  
13 residents, including low-income kindergarten through transitional-aged youth (“K-TAY”),  
14 utilizing grant funding from the City’s Department of Children, Youth and Their Families  
15 (“DCYF”), Human Rights Commission (“HRC”), and Department of Public Health (“DPH”); and

16           WHEREAS, The City desires to ensure continued provision of youth and community-  
17 based programming at the Property on an interim basis until the City completes a competitive  
18 solicitation for a long-term operator and services provider of the Property, anticipated to occur  
19 during Fiscal Year 2026-2027; and

20           WHEREAS, The Real Estate Division (“RED”) has negotiated the proposed Lease for  
21 the Property with BTWCSC for a term commencing upon of the execution of the Lease  
22 through June 30, 2027, with one six-month option to extend, for an annual rent of \$1; and

23           WHEREAS, The City, primarily through RED, shall provide all routine property  
24 maintenance services, and BTWCSC shall be responsible for the payment of utilities and the  
25 provision of security and janitorial services; and

1           WHEREAS, The proposed Lease provides for the continuation of the MAGIC Program  
2 at the Property; and

3           WHEREAS, The Board of Supervisors finds that leasing the Property to BTWCSC at  
4 an annual rent of \$1 to provide youth, family, and community-based support services to San  
5 Francisco residents, including low-income K-TAY children and youth, constitutes a valid public  
6 purpose, and the public benefits realized under this Lease outweigh the difference between  
7 the rent to be paid and the fair market rental value of the Property; and

8           WHEREAS, The Board further finds that the Lease requires BTWCSC to use the  
9 Property in furtherance of the identified public purpose throughout the term of the Lease, as  
10 required by Administrative Code, Section 23.33; now, therefore, be it

11           RESOLVED, In accordance with the recommendation of the Director of Property, the  
12 Directors of DCYF, HRC, and DPH, and the City Attorney, the Director of Property, on behalf  
13 of the City as Landlord, is hereby authorized to take all actions necessary to execute the  
14 proposed Lease for the Property for a term beginning on the execution of the Lease, through  
15 June 30, 2027, including one six-month option to extend upon mutual agreement of the  
16 parties; and, be it

17           FURTHER RESOLVED, The annual rent shall be \$1, exclusive of utilities, security and  
18 janitorial costs, for which BTWCSC shall be solely responsible; and, be it

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

3 FURTHER RESOLVED, That any action heretofore taken by any City employee or  
4 official with respect to the exercise of the Lease as set forth herein is hereby approved,  
5 confirmed and ratified; and, be it

6 FURTHER RESOLVED, That the Lease contains standard indemnity language  
7 whereby Tenant indemnifies the City from and against all Claims, as defined in the Lease,  
8 incurred in connection with or arising in whole or in part from: (a) any accident, injury to or  
9 death of a person (including Tenant's employees), or loss of or damage to property, caused  
10 by Tenant, its Agent(s) or Invitees or any person or entity claiming through or under any of  
11 them in or about the Premises; (b) any default by Tenant in the observation or performance of  
12 any of the terms, covenants, or conditions of this Lease to be observed or performed on  
13 Tenant's part; (c) the use or occupancy or manner of use or occupancy of the Premises by  
14 Tenant, its Agents, its Invitees, or any person or entity claiming through or under any of them;  
15 (d) the condition of the Premises; (e) any construction or other work undertaken by Tenant on  
16 the Premises whether before or during the Term; or (f) any acts, omissions, or negligence of  
17 Tenant, its Agents, or its Invitees, in, on, or about the Premises. Tenant shall be obligated to  
18 Indemnify the Indemnified Parties, except to the extent that the Indemnity is related to a pre-  
19 existing condition at the Premises, including, and limited to, any Hazardous Materials,  
20 asbestos containing materials, lead-based paint, or black mold, and such pre-existing  
21 condition has not been negligently disturbed or exacerbated by Tenant, its Agents or Invitees;  
22 and, be it

23 FURTHER RESOLVED, That within thirty (30) days of the Lease being fully executed  
24 by all parties, the Director of Real Estate shall provide a copy of the executed Lease to the  
25 Clerk of the Board for inclusion into the official file.

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RECOMMENDED:

\_\_\_\_\_/s/\_\_\_\_\_

Sherrice Dorsey-Smith  
Executive Director  
Department of Children Youth and Their Families

\_\_\_\_\_/s/\_\_\_\_\_

Mawuli Tugbenyoh  
Executive Director  
Human Rights Commission

\_\_\_\_\_/s/\_\_\_\_\_

Jenny Louie  
Chief Operating Officer  
Department of Public Health

\_\_\_\_\_/s/\_\_\_\_\_

Sarah R. Oerth  
Director of Property  
Real Estate Division