

File No. 250651

Committee Item No. 12

Board Item No. 34

COMMITTEE/BOARD OF SUPERVISORS

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Completed by: Brent Jalipa Date July 10, 2025

Completed by: Brent Jalipa Date July 17, 2025

1 [Sublease Agreement - Retroactive - California State Lands Commission - Candlestick Point
2 State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000]

3 **Resolution retroactively authorizing and approving the Director of Property, on behalf**
4 **of the Department of Homelessness and Supportive Housing, to negotiate and enter**
5 **into a new sublease agreement for 312,000 square feet of property owned by the**
6 **California State Lands Commission and leased to the California Department of Parks**
7 **and Recreation, for the City’s use as the Bayview Vehicle Triage Center at Candlestick**
8 **Point State Recreation Area, for a term of approximately one year and four months,**
9 **with a retroactive commencement date of January 13, 2024, through April 11, 2025, for**
10 **a base rent of \$312,000 per year; affirming findings under the California Environmental**
11 **Quality Act; and finding the sublease is in conformance with the General Plan, and the**
12 **eight priorities of Planning Code, Section 101.1; and authorizing the Director of**
13 **Property to execute documents, make certain modifications and take certain actions in**
14 **furtherance of the new sublease that do not materially increase the obligations or**
15 **liabilities to the City and are necessary to effectuate the purposes of the sublease or**
16 **this Resolution.**

17
18 WHEREAS, The Department of Homelessness and Supportive Housing’s (“HSH”)
19 mission is to prevent homelessness when possible and to make homelessness a rare,
20 brief, and one-time experience in San Francisco through the provision of coordinated,
21 compassionate, and high-quality services; and

22 WHEREAS, Proposition C (2018) (Gross Receipts Tax for Homelessness Services)
23 (“Prop C”), passed by San Francisco voters in November 2018, created the Homelessness
24 Gross Receipts Tax to fund the Our City, Our Home (“OCOH”) program, in order to expand
25

1 and be complementary to existing funding and strategic efforts to prevent and end
2 homelessness for San Francisco residents; and

3 WHEREAS, In October 2021, Resolution No. 479-21 was approved by the Mayor and
4 the Board of Supervisors and authorized the City to negotiate and enter into a sublease
5 agreement for an approximately 312,000 square foot parking lot (commonly known as the
6 “Boat Launch Parking Lot”) within the Candlestick Point State Recreation Area (“CPSRA”),
7 Assessor’s Parcel Block No. 4886, Lot No. 09 (the “Property”) owned by the California State
8 Lands Commission and leased to the California Department of Parks and Recreation, for the
9 City’s use as a the Bayview Vehicle Triage Center (the “Program”) for an initial term of two
10 years, expiring on January 12, 2024, with rent to be paid through in-kind public services; and

11 WHEREAS, The Program opened in January 2022, and provided critical resources to
12 unhoused people residing in the vehicle encampments in the vicinity of CPSRA and other
13 recreational and passenger vehicles in the Bayview, providing a safe place to stay in their
14 vehicles while accessing services and connecting to resources within the Homelessness
15 Response System to support a permanent exit out of homelessness; and

16 WHEREAS, In October 2023, Resolution No. 458-23 was approved by the Mayor and
17 the Board of Supervisors and authorized the City to negotiate and enter into a new sublease
18 for the Property for continued use as the Program, for a term of two years, commencing on
19 January 13, 2024, with an annual base rent of \$312,000; and

20 WHEREAS, Following approval of the sublease, State Parks requested additional
21 amendments to the approved form of sublease, which were needed for the City to close out
22 final payments for use of the Property, resulting in additional review and further negotiations
23 while the City’s tenancy remained in holdover; and

24 WHEREAS, The Real Estate Division, on behalf of HSH and in consultation with the
25 Office of the City Attorney, has negotiated a new sublease that reflects appropriate

1 signatories, cash rent in place of in-kind rent retroactive from the retroactive commencement
2 date of January 13, 2024, with a sublease expiration date of April 11, 2025, in addition to
3 other agreed upon revisions (“New Sublease”); and

4 WHEREAS, In April 2025, HSH closed the Program, as the program did not meet
5 expectations and the City is moving in a different direction to address vehicular
6 homelessness; and

7 WHEREAS, Base rent shall be \$312,000 per year, with no annual adjustment, as
8 determined by the Director of Property to be fair market value; and

9 WHEREAS, State Parks supports the New Sublease of the Property to the City for
10 continued use as the Bayview Vehicle Triage Center; and

11 WHEREAS, Under Administrative Code, Section 23.27, since the consideration
12 payable by the City is less than \$45 per square foot per year, an independent fair market
13 rental appraisal is not required for approval of the New Sublease; and

14 WHEREAS, The City shall continue to pay for utility and services (janitorial, 24/7
15 staffing) at the Property; and

16 WHEREAS, On September 6, 2023, the Environmental Planning Division of the
17 Planning Department determined that the actions contemplated in this Resolution are not
18 subject to the California Environmental Quality Act, Public Resources Code, Sections 21000
19 et seq. (“CEQA”), pursuant to California law set forth in Assembly Bill 101, California
20 Government Code, Sections 65660 – 65668 (AB 101) (the “CEQA Determination”), a copy of
21 which is on file with the Clerk of the Board of Supervisors in File No. 250651 and is
22 incorporated herein by reference; and

23 WHEREAS, On September 6, 2023, the Planning Department found the actions
24 contemplated in this Resolution are consistent, on balance, with the General Plan and the
25 eight priority policies in Planning Code, Section 101.1 (the “General Plan Referral”), and a

1 copy of the General Plan Referral is on file with the Clerk of the Board of Supervisors in File
2 No. 250651 and is incorporated herein by reference; now, therefore, be it

3 RESOLVED, That in accordance with the recommendation of the Executive Director of
4 HSH and the Director of Property, the Board of Supervisors authorizes the Director of
5 Property, in consultation with the Office of City Attorney and HSH, to enter into the New
6 Sublease; and, be it

7 FURTHER RESOLVED, That the term of the New Sublease shall commence
8 retroactively on January 13, 2024, and expire on April 11, 2025; and, be it

9 FURTHER RESOLVED, The annual base rent for the New Sublease shall be
10 \$312,000, exclusive of utilities and services which are the City's responsibility; and, be it

11 FURTHER RESOLVED, The New Sublease's form will be generally consistent with the
12 Sublease that was previously negotiated and accepted by the City as tenant, and shall include
13 contracting requirements set forth in the City's Administrative Code, subject to any
14 exemptions or waivers applicable to the State; and, be it

15 FURTHER RESOLVED, The Board of Supervisors authorizes the payment of
16 administrative fees, estimated to be no more than \$25,000 to the State of California
17 Department of Parks and Recreation, and other State departments for review and approval of
18 the New Sublease and plans for the proposed improvements to the Property, and, be it

19 FURTHER RESOLVED, The Board of Supervisors finds that the New Sublease and
20 proposed continued use of the Property as a Vehicle Triage Center serves a public purpose
21 for the benefit of the State and the City; and, be it

22 FURTHER RESOLVED, The Board of Supervisors approves the terms as set forth in
23 the New Sublease, and authorizes the Director of Property to take all actions, on behalf of the
24 City, to enter into the New Sublease, and to make any amendments or modifications to the
25 New Sublease that the Director of Property determines, in consultation with the City Attorney,

1 are in the best interests of the City, do not materially increase the obligations or liabilities of
2 the City, and are necessary or advisable to complete the transaction and effectuate the
3 purposes and intent of this Resolution and are in compliance with all applicable laws,
4 including the City Charter; and, be it

5 FURTHER RESOLVED, That the New Sublease will include city indemnification
6 provisions whereby City agrees to defend, indemnify, and hold harmless of the State Lands
7 Commission and State Parks from all liability, loss, cost or obligation on account of or arising
8 out of any such injury or loss, however occurring, except those arising out of the negligence or
9 willful misconduct of State, its employees, agents, and invitees, and in the event State or any
10 of its affiliates, successors, principals, employees, or agents incur any liability, cost, or
11 expense, including attorney's fees and costs, as a result of City's illegal use, storage,
12 transportation, or disposal of any hazardous substance, including any petroleum derivative,
13 City shall indemnify, defend, and hold harmless any of these individuals against such liability;
14 and, be it

15 FURTHER RESOLVED, That any action heretofore taken by any City employee or
16 official with respect to the New Sublease is hereby approved, confirmed and ratified; and, be it

17 FURTHER RESOLVED, That the Board of Supervisors adopts the Planning
18 Department's CEQA Determination and findings in the General Plan Referral as its own,
19 incorporates them into this Resolution, and affirms that the actions in this Resolution are
20 consistent, on balance, with the General Plan and with Planning Code, Section 101.1(b) for
21 the reasons set forth in the General Plan Referral; and, be it

22 FURTHER RESOLVED, That within thirty (30) days following the execution of the
23 Amendment, HSH shall provide a copy of the New Sublease to the Clerk of the Board to
24 include into Board File No. 250651.

25

Funds Available for use in Fiscal Year 2024-2025
\$390,000

Fund ID:	10582 - SR OCOH Nov18 PropCHomelessSvc
Department ID:	203646 - HOM Programs
Project ID:	10036749 – HOM Shelter and Hygiene
Authority ID:	21533 - HOM Shelter and Hygiene
Account ID:	506070 - Programmatic Projects-Budget
Activity ID:	0017 - Vehicle Triage Ctr

/s/

Budget and Analysis Division Director
on behalf of Greg Wagner, Controller

RECOMMENDED:

/s/

Andrico Q. Penick
Director of Property
Real Estate Division

/s/

Shireen McSpadden
Executive Director
Department of Homelessness and Supportive Housing

GROUND SUBLEASE

Location of Leased Premises: Candlestick Point State Recreation Area (214) 500 Hunters Point Expwy San Francisco, CA 94124 San Francisco County
Agency: Department of Parks and Recreation DPR Lease No: 660-2024-071 Real Property No. 995 SPI Number: 1298

Lease No.: L-3116
Project No.: 12686

Lessee:
City and County of San Francisco

This sublease (herein after referred to as the "Lease"), dated January 13, 2024 (the "Effective Date"), is made by and between the State of California, at the direction of the Department of Parks and Recreation, with the approval of the Department of General Services(DGS) , hereinafter referred to as "State", and The City and County of San Francisco, a municipal corporation, acting by and through its Real Estate Division on behalf of the San Francisco Department of Homelessness and Supportive Services, hereinafter referred to as "Lessee". State and Lessee may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

WHEREAS, pursuant to Public Resources Code Section 5003.17, with the approval of the Department of General Services, State may lease for any use, all or any portion of any parcel of real property acquired for the state park system if the director deems the leasing to be in the best interest of the State.

WHEREAS, State has under its jurisdiction certain real property in the County of San Francisco, State of California, commonly referred to as the Candlestick Point State Recreation Area, hereinafter referred to as Candlestick or Candlestick Point SRA; and

WHEREAS, Lessee/Sublessee currently occupies the real property located within a portion of Candlestick Point SRA for the purpose of providing a Vehicle Triage Center (VTC) services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; and ancillary activities related to same.

WHEREAS Lessee desires to continue leasing the real property described herein; and

WHEREAS the parties intend that upon execution, this Lease Number 660-2024-071, which requires monetary rental payments in accordance with Section 3 (Rent Payments) below, will replace in its entirety Lease Number 660-2021-048, which required in-kind services as rental payment and expired by its terms on January 12, 2024, and is currently in holdover; and

WHEREAS, State leases the land described below from California State Lands Commission, in Lease No.PRC 6414.9; and

WHEREAS, California State Lands Commission authorized a change in land use for purpose of use and improvement of appurtenant facilities necessary for the operation of the Bayview Vehicle Triage Center, including access roadways, chain link fencing, utility poles, lines and conduit, and for State to execute a

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
STATE OWNED LEASING & DEVELOPMENT

Lease with the City and County of San Francisco documented in Lease Number 9773 executed and authorized by the California State Lands Commission on December 5, 2023; and

WHEREAS, State finds that Lessee's proposed use would be compatible with the use of the real property as a unit or part of a unit of the state park system and with the sound management and conservation of resources within the unit;

WHEREAS, it is in the best interests of the State that such a Lease be consummated between the State and Lessee on the terms and conditions herein contained;

NOW THEREFORE, the Parties agree to the provisions of the Lease set forth herein as follows:

Section 1:	Site Specific Provisions
Section 2:	Building Specific Provisions
Section 3:	Standard Provisions

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SECTION 1 –SITE SPECIFIC PROVISIONS

WITNESSETH:

PROPERTY DESCRIPTION

1. State does hereby Lease to Lessee and Lessee does hereby hire from State approximately 312,000 square feet of parking lot area as described in Exhibit B, hereinafter referred to as the "Lease Area", located in Candlestick Point SRA in the City and County of San Francisco, State of California.

USE

2. The Lease Area shall be used by Lessee during the term hereof solely for the purpose of a Vehicle Triage Center as identified in the Site Plan attached hereto as Exhibit E; and ancillary activities related to same.

RENT PAYMENTS

3. The Parties agree the annual fair market rent ("Base Rent") throughout the term of this Lease for the use by Lessee of the Lease Area to be \$312,000 (Three Hundred Twelve Thousand Dollars) per year, which is \$26,000 per month, which is to be paid retroactively, commencing upon the Effective Date. Lessee may elect to pay rent for the total value of the lease term as described in section 4 (Term) below, in one lump sum. The total value of the lease term from January 13, 2024 through April 11, 2025 is \$390,000.00.

The first rent payment shall be due concurrently with the commencement of this Lease and thereafter shall be due and payable monthly in advance during the remaining term of this Lease. Lessee's payments shall display State Lease Number 660-2024-071.

Rent payments to State shall be made payable to:

California Department of Parks and Recreation
845 Casa Grande Rd.
Petaluma, CA 94954-5804

Rent shall be due and payable monthly to State whether or not an actual invoice is sent by State or received by Lessee.

TERM

4. This Lease shall be month-to-month, commencing on January 13, 2024 and terminable by either party in accordance with the terms of Clause 6 (Early Termination) below; provided, however, that in no event shall this Lease extend beyond April 11, 2025.

UTILITIES

5. Lessee agrees to pay all electric, gas, sewer, water, waste disposal, and septic tank system costs, all utility charges and any other charges payable in connection with Lessee's use, operation and control of the Lease Area. Lessee acknowledges and accepts that State offers no warranty as to the existence, availability, or reliability of utilities for the Lease Area. This expense excludes trash pick-up. State shall not provide such services and shall have no responsibility for the existence or lack of existence of utilities or any other services to the Premises. During the term, or any holdover or extension, of this Lease, Lessee shall keep the Lease Area free of all liens and shall not in any way encumber or cloud title to the Lease Area or any part thereof. Lessee shall promptly pay all obligations and all debts contracted by it, and shall pay all charges

SECTION 1 –SITE SPECIFIC PROVISIONS

for utilities connected to, consumed by or used by Lessee upon the Lease Area to the end that no liens shall attach thereto.

State shall not be liable to Lessee or third parties for failure to provide electricity due to rolling blackouts or other causes beyond State's control. Lessee shall comply with energy conservation measures, Governor's Executive Orders, other orders required by law, or reasonably required by State as the result of a crisis of any kind. In the event any utility service to the building is interrupted, State shall use its best efforts to restore such utility service within 24 hours.

Any utility easements required by Lessee in connection with this Lease and affecting the Lease Area or Candlestick Point SRA may be requested by Lessee in writing from State. The grant of any such easement by State shall be at State's sole discretion and at Lessee's sole cost and expense.

EARLY TERMINATION

6. State and Lessee agree that either party may terminate this Lease at any time during the term hereof by giving written notice to the other party thirty (30) days prior to the date when such termination shall become effective. If Lessee fails to complete its move out within the notice period and remains on the Premises, additional rent shall be paid and prorated based on a 30 day month, and on the actual number of days Lessee occupies the Premises following the effective date of termination. State reserves the right to terminate the Lease immediately if safety and security are at risk and mutual resolution cannot be agreed upon.

Notice of termination must be given in accordance with the "Notices" provisions of this Lease.

NOTICES

7. All notices or other communications required or permitted hereunder shall be in writing, with Lease Number L-3116 and 660-2024-071 referenced, and sent by overnight courier, registered mail, certified mail or postage prepaid mail to the addresses set forth below. All such notices shall be deemed received on the date of delivery receipt or rejection to the address of the person to receive such notice if received Monday through Friday during business hours, so long as such day is not a State or Federal holiday or Saturday or Sunday then such notice shall be effective on the following business day.

Lessee: City and County of San Francisco
Attn: Director of Real Estate
25 Van Ness Avenue, Suite 400
San Francisco, CA. 94102
Telephone: (415) 554-9850
Email: Andrico.Penick@sfgov.org

Department of Homelessness and Supportive Housing
Attn: Emily Cohen
400 Turk Street
San Francisco, CA, 94102
Email: Emily.Cohen@sfgov.org

City Attorney's Office
Re: Candlestick Point State Recreation Area – VTC
City Hall, Room 234

SECTION 1 –SITE SPECIFIC PROVISIONS

1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102

State: California Department of Parks and Recreation
845 Casa Grande Rd.
Petaluma, CA 94954-5804
Phone number: 707-769-5804
Email: BayAreaDistrictOffice@parks.ca.gov

Department of General Services
Real Estate Services Division
Lease Management , L-3116
707 3rd Street, 5th Floor
West Sacramento, CA 95605
Office: (916) 375-4171
Email: leasemanagement@dgs.ca.gov

Copies to: California Department of Parks and Recreation
Acquisition and Real Property Services Division 660-2024-071
2241 Harvard Street, Suite 200
Sacramento, CA 95815
Email: Real.Property@parks.ca.gov

Notice of change of address or telephone number shall be given by written notice in the manner described in this section. Lessee is obligated to notice all State offices listed above and the failure to provide notice to all State offices shall constitute a lack of notice. Nothing contained herein shall preclude the giving of any such notice by personal service.

WATER AND IRRIGATION

8. Lessee acknowledges and accepts that State offers no warranty as to the existence, availability, quality or quantity of water on, to or for the Lease Area.

PROPERTY INSPECTIONS

9. Lessee has visited and inspected the Premises and it is agreed that the area described herein is only approximate in size and State does not hereby warrant or guarantee the actual area included hereunder.

HOLDING OVER & LEASE RENEWAL

10. Any holding over by Lessee after expiration or termination shall not be considered as a renewal or extension of this Lease. The occupancy of the Premises after the expiration or termination of this Lease shall constitute a month to month tenancy, and all other terms and conditions of this Lease shall continue in full force and effect; provided, however, that said holdover tenancy shall be subject, at the State's sole discretion, to a rent increase of three percent (3%) of the ending rent, payable monthly in advance. Said month-to-month tenancy shall be otherwise subject to all the terms and conditions of this Lease insofar as applicable.

State offers and Lessee accepts no assurance that the Premises or any other comparable space or facilities at the site described herein will be made available to Lessee beyond the term stated above or as said term is reduced as provided herein.

SECTION 1 –SITE SPECIFIC PROVISIONS**ACCESS TO
PREMISES**

11. Lessee shall access the Lease Area solely by the access route designated by Exhibit B, Site Plan. Only the Lessee, its properly qualified and authorized agents, employees, contractors, and Permitted Users shall have the right of ingress to and egress from said Premises. Lessee shall not permit the public to access or use the Lease Area or designated access route and shall not permit any other persons or entities to occupy the Lease Area, except as expressly approved in in this Lease. If equipment of Lessee is operated or maintained by anyone other than its regular employees, the admission of such persons to said site shall be permitted only upon prior written notification to State.

SIGNAGE

12. Lessee shall not affix, display, inscribe, paint or otherwise post any signs, billboards, placards or other displays on the Lease Area without the prior written approval of State. Approval shall be granted only when such signs, billboards, placards or other displays are related to the purpose of this Lease and consistent with protecting the visual resources of *Candlestick Point State Recreation Area*, state park principles, the characteristics of the park, and the general plan of the park unit, or they are required by law to be posted. State may consider such factors as, but not limited to, their size, color, and location.

FENCING

13. State does not warrant the existence of fences in and around the Lease Area. Any existing fences, corrals, and cross fences may not be the property of State and State does not warrant their availability for Lessee's use. Lessee may, with prior written approval of State, and at Lessee's sole cost and expense, provide other fencing not inconsistent with State's use of adjoining lands. Such other fences installed by Lessee shall remain the property of Lessee, shall be maintained by Lessee at Lessee's sole cost and expense, and shall be removed by Lessee, and the land restored to the condition it was in prior to installation of the fence, upon expiration or termination of this Lease; provided, however, with written approval of State, such fences may be left in place at the expiration or termination of this Lease and shall thereupon become the property of State.

EASEMENTS

14. This Lease is subject to all existing easements and rights of way. State further reserves the right to grant additional public utility easements as may be necessary and Lessee hereby consents to the granting of any such easements. The public utility will be required to reimburse Lessee for any damage or loss suffered by Lessee as a result of the public utility's construction work within the Lease Area.

**PROTECTION OF
LEASE AREA;
RESTRICTIONS**

15. Lessee shall not remove soil from, or dump refuse on, the Lease Area or any portion of the *Candlestick Point State Recreation Area* except with the prior written approval of State.

Lessee shall not commit, suffer to be committed, maintain or permit any waste or nuisance on the Lease Area or other State property and shall not use or permit the use of the Lease Area for any illegal purposes or activities.

Lessee shall be responsible for inspecting and maintaining all trees and vegetation on the Lease Area, except that Lessee shall not cut or remove any trees or brush thereon without the prior written approval of State. In case of emergency, Lessee may cut a tree or brush without prior approval from State only to the extent necessary to protect the safety of persons and property from an imminent hazard. In an emergency, Lessee shall notify State as soon as possible and shall do no further cutting or removal until State approves in writing.

SECTION 1 –SITE SPECIFIC PROVISIONS

Lessee shall at all times exercise due diligence in the protection of the Lease Area and Candlestick Point State Recreation Area against damage or destruction by fire or any other causes.

No article or material that is contraband shall be brought onto the Lease Area. Contraband includes, but is not limited to, illegal narcotics, firearms, edged weapons, and explosives.

Lessee shall maintain the Lease Area, including all improvements, in a weed-free condition and in good repair, and shall operate the Lease Area and the improvements on it in a clean, safe and sanitary condition, free of trash and garbage or obstructions, and in a businesslike, lawful manner.

Lessee expressly covenants and agrees to repair at Lessee's own expense any damage done to any water pipe, or pavement on the Lease Area.

Lessee shall not remove any fixtures, machinery, equipment or other property owned by State from the Lease Area without State's prior written consent.

Except as otherwise provided herein, Lessee shall refrain from interfering with the public's use and State's operation of Candlestick Point State Recreation Area and shall comply with all state park regulations.

- PEST CONTROL
16. All pest control activities, chemical or non-chemical, shall be approved by the State in writing prior to any such action being performed by the Lessee, its employees, agents, or contractors. The Lessee, or a licensed pest control contractor acting on behalf of the Lessee, shall submit a pest control recommendation on a form approved by the State to the State's (Insert district name) District Superintendent for approval. The State shall approve or deny the request within fourteen (14) days (this can be modified if needed). Lessee, or the pest control contractor acting on behalf of the Lessee, shall submit a report of completed work for each pest management action to the District Superintendent no later than seven (7) days after performance of the work. Lessee and all of Lessee's employees, agents, and contractors shall take all actions necessary to prevent the inadvertent transport of pest species into or out of the Lease Area or the surrounding areas.
- Lessee shall have a written training program for Lessee's employees who handle pesticides. This program shall comply with California Code of Regulations Title 3, Section 6724. Lessee and/or any pest control contractor hired by the Lessee shall comply with all applicable laws and regulations.

SECTION 1 –SITE SPECIFIC PROVISIONS

REMEDIES

17. State's Remedies

- a) In the event of any material default or breach by Lessee, State may at any time thereafter, without limiting State in the exercise of any right of remedy at law or in equity which State may have by reason of such default or breach:
 - i. Maintain this Lease in full force and effect and recover the rent and other monetary charges as they become due, without terminating Lessee's right to possession, irrespective of whether Lessee shall have abandoned the Lease Area. State has the remedy described in California Civil Code Section 1951.4 (State may continue the lease in effect after Lessee's breach and abandonment and recover rent as it becomes due, if Lessee has the right to sublet or assign, subject only to reasonable limitations). In the event State elects not to terminate the Lease, State shall have the right to attempt to re-let the Lease Area at such rent and upon such conditions and for such a term, and to do all acts necessary to maintain or preserve the Lease Area as State deems reasonable and necessary without being deemed to have elected to terminate the Lease, including removal of all persons and property from the Lease Area; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Lessee. In the event any such re-letting occurs, this Lease shall terminate automatically upon the new Lessee taking possession of the Lease Area. Notwithstanding that State fails to elect to terminate the Lease initially under this sub-section, State at any time during the term of this Lease may elect to terminate this Lease by virtue of such previous default of Lessee.
 - ii. Terminate Lessee's right to possession by any lawful means, in which case this Lease shall immediately terminate and Lessee shall immediately surrender possession of the Lease Area to State. In such event, State shall be entitled to recover from Lessee all damages incurred by State by reason of Lessee's default including, but not limited to, the following:
 - (A) The amount of the rent Lessee would have paid for the balance of the term had the Lease not been terminated, plus interest accrued up to the time of the award, minus any rental amount paid to State from re-letting the Lease Area to another lessee during the balance of the term; and
 - (B) Any amount necessary to compensate State for all the detriment proximately caused by Lessee's failure to perform its obligations under this Lease or which in the ordinary course of events would be likely to result therefrom; and
 - (C) At State's election, such other amounts in addition to or in lieu of the foregoing as may be permitted by applicable state law.
- (b) Upon any re-entry to Lease Area, State shall have the right to make any reasonable repairs, alterations or modifications to the Lease Area which State in its sole discretion deems reasonable and necessary.
- (c) In the event State terminates this Lease pursuant to this Section, State shall not be required to pay Lessee any sum or sums whatsoever.

SECTION 1 –SITE SPECIFIC PROVISIONS

CONSTRUCTION OF IMPROVEMENTS

18. (a) Lessee shall improve or modify at its sole cost and expense the capital and tenant improvements as described in Exhibit "B". While constructing improvements, Lessee shall not materially deviate from the final approved and stamped plans without first obtaining written approval from State. All work to be done by Lessee shall be performed substantially in accordance with the approved plans unless otherwise approved in writing by State, which approval shall not be unreasonably withheld. All improvements set forth in the final plans shall be completed in a lawful manner and in conformity with all applicable laws, ordinances and regulations.

(b) Lessee shall keep the Premises free from any liens arising out of any work performed, materials furnished, or obligations incurred by Lessee and shall indemnify, hold harmless and defend the State of California from any such liens and encumbrances arising out of any work performed or materials furnished by or at the direction of Lessee or contractors of. Notice is hereby given that the State of California shall not be liable for any work or materials furnished to Lessee on credit and no mechanic's or other lien for any such work or materials shall attach to or affect State's interest in the Premises based on any work or material supplied to Lessee or anybody claiming through Lessee. Lessee shall, within thirty (30) days after being furnished notice of the filing of any lien, take action, whether by bonding or otherwise, as will remove or satisfy any such lien, State shall have the right at all times to post and keep posted on the Premises any notices permitted or required by law or that State deems proper for its protection, and the protection of the Premises from liens.

(c) Prior to the commencement of construction of the improvements described above, Lessee shall furnish State a payment and performance bond of a surety corporation licensed to transact business by the State of California, the purpose of which is to assure the timely completion of such improvements in a form satisfactory to State, with the person selected by Lessee to perform the construction work to be named as principal, in a sum not less than one hundred percent (100%) of the total contract cost of construction of such improvements, guaranteeing the payment for all materials, provisions provided, supplies and equipment used in, upon, for or about the performance of said work.

PROJECT CANCELLATION

19. If Lessee is unable to obtain all necessary funding, permits, or CEQA documentation for the project, or cannot proceed with the project for any reasonable purpose, this Lease shall be cancelled upon notice by Lessee. State shall not be responsible for any costs incurred by Lessee.

End of Section 1

SECTION 2– STANDARD PROVISIONS

- ROAD ACCESS AND FEES** 20. Lessee agrees to the following terms and conditions regarding the use of said access road:
- (a) Lessee shall exercise its right personally or through its authorized agents, employees, contractors, and Permitted Users whenever it is necessary.
- (b) Lessee shall use said road at its sole risk and avoid traveling upon it to the greatest practical extent at all times when weather conditions are such that excessive damage to the road surface may result from such use, and further, Lessee shall, at its expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts.
- REGULATION BY STATE** 21. State shall have the full power and right to determine and regulate the operations of the Lessee insofar as they affect the operations, safety, and effective use of State activities conducted at the same location.
- (a) All contractors, agents, employees, representatives, or licensees of the Lessee shall be subject to the rules and regulations of the State as they relate to conduct on the grounds, security, and general use of facilities. Lessee will conduct its operations in such a manner so as to minimize any interference with the activities associated with the site.
- (b) Lessee will comply with all building rules and regulations adopted by said authorities in charge. No article or material deemed by said authorities in charge to be considered as contraband shall be brought on said real property. Contraband includes, but is not limited to, alcoholic beverages, possession or use of firearms, explosives or edged weapons, and restricted controlled substances.
- Any willful violation of said rules and regulations are grounds for immediate termination of the Lease.
- RIGHT TO ENTER** 22. During the term of this Lease, there shall be and is hereby expressly reserved to State and to any of its agencies, contractors, agents, employees, representatives or licensees, the right at any and all times, and any and all places, to temporarily enter upon said Premises for survey, inspection, or any other lawful State purposes.
- LEASE MODIFICATION FEES** 23. Lessee shall pay State an administration/technical review fee to reimburse State for State's administrative costs related to any action initiated by Lessee requiring lease administration or technical review by State staff or consultants, such as, but not limited to, assignment of this Lease, any amendment of this Lease, review of plans for construction of improvements, and any matters requiring consultation with or approval by the California Department of General Services (DGS). To initiate such services, Lessee shall submit a written request to State. The administration fee shall be charged by State based on the anticipated staff time, materials and any other costs. Lessee shall remit the administration/technical review fee to the State prior to the review. At State's discretion, fees charged by DGS may be billed directly to Lessee and paid by Lessee to DGS.
- IMPROVEMENTS & MODIFICATIONS** 24. Lessee at its sole cost and expense may, subject to the approval of State, from time to time during its tenancy of the Premises:

SECTION 2– STANDARD PROVISIONS

(a) Furnish, install and use at the Premises such improvements and property of whatsoever kind and nature as Lessee and State mutually deems necessary consistent with the purpose of this Lease as set forth in “Use” Section hereof.

(b) Improve the Premises in a manner consistent with the purposes of this Lease as set forth in “Use” Section hereof, and provided further that plans for the construction or enlargement of any improvement will be submitted to State in advance of such construction or enlargement and will be subject to written approval by State. Such approval by State shall not relieve Lessee of the obligation of complying with any and all terms and conditions of this Lease; Lessee shall provide a minimum of thirty (30) days prior written notice of the construction to State.

(c) In making any excavation and/or installation of equipment on the Premises and/or easement areas, Lessee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation and/or construction, and shall replace the earth so removed by it and restore the surface of the ground and any improvement thereon to as near the same condition as they were prior to such excavation as is practicable.

DISPOSITION OF LESSEE’S PERSONAL PROPERTY

25. (a) During the term of this Lease, all personal property placed in, upon, or under the Premises by Lessee shall remain the property of Lessee and shall be removed by Lessee, at its sole cost and expense within thirty (30) days after expiration or termination of Lessee’s tenancy.

(b) Should Lessee fail to remove said equipment and personal property within thirty (30) days after expiration or termination of the Lease, State may do so at the risk of Lessee. Upon written demand by State, Lessee shall immediately pay all costs and expenses of the removal of Lessee’s personal property and equipment.

(c) Lessee may, however, with written consent of State, abandon in place any and all of Lessee’s equipment and personal property, whereupon, as abandoned, title to said improvements will vest in State.

(d) Upon termination of this Lease for any cause, Lessee shall remove any and all of Lessee’s equipment and personal property and restore the entire Premises to its condition prior to the execution of this Lease, except however, State may approve, in writing, any deviation from this requirement.

REPAIR AND MAINTENANCE

26. It is acknowledged that Lessee is the current occupant of the space and that at time of initial occupancy, the site was considered to be in good condition.

a. Lessee shall maintain said Premises in compliance with all health, safety, and sanitation laws, ordinances, and regulations of the State, Federal, and local authorities.

Lessee agrees to maintain the Premises at their sole cost and expense.

CONDITION OF PREMISES

27. Lessee is aware of the current condition of the Premises and accepts the Premises in “as is” condition. Lessee accepts the Premises as being in good condition and repair, unless otherwise specified in writing to State, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to State the Premises, with

SECTION 2– STANDARD PROVISIONS

any appurtenances or improvements approved by State, in the same condition as when received.

SECURITY

28. Lessee is aware of the current condition of the Premises and accepts the Premises in “as is” condition. Lessee accepts the Premises as being in good condition and repair, unless otherwise specified in writing to State, and agrees that on the last day of the term, or sooner termination of this Lease, to surrender up to State the Premises, with any appurtenances or improvements approved by State, in the same condition as when received.

MEDICAL

29. Medical support shall not be provided by State. Necessary emergency medical or surgical care of Lessee’s clients and employees will be Lessee’s responsibility.

As used herein, this is intended to mean that Lessee shall be liable for any and all medical and/or surgical care costs for Lessee’s employees served by Lessee’s program.

EMERGENCY PREPAREDNESS

30. Lessee agrees to be responsible for maintaining an emergency preparedness program for Lessee. Lessee shall not rely on State to provide food or supplies during a local or area wide disaster. State will, if time and material allow, assist Lessee during a disaster.

FIRE/POLICE PROTECTION

31. Lessee is a separate and distinct entity from the State and shall so inform the local Fire and Police Agencies. State shall in no way be responsible or liable for such protection to Lessee.

LESSEE GUARANTEES

32. Lessee hereby guarantees any and all work or services performed by Lessee or Lessee’s properly qualified or authorized agents, employees, contractors and servants, in order to accomplish the installation and/or maintenance of their communications equipment at State’s facilities. Should the interruption or failure of State’s existing computer or building support systems occur due to, or in any way be connected with Lessee’s installation and/or maintenance of Lessee’s equipment, all costs to repair or replace State’s existing systems will be the sole responsibility of Lessee.

CUSTODIAL AND TRASH

33. Lessee shall have or hire custodial services sufficient to maintain the Premises in a clean and well maintained condition.

Lessee shall pick up trash and debris at Premises and deposit trash in trash bins provided by State. State shall, at its expense, arrange for trash disposal for the contents of Lessee as part of its regularly scheduled trash collection.

SECTION 3– STANDARD PROVISIONSPERMITS AND
APPROVALS

34. State and Lessee agree that Lessee's ability to use the Premises is dependent upon Lessee obtaining all of the certificates, permits, licenses, and other approvals that may be required from any third party. State will cooperate with Lessee, at no expense to State, in Lessee's effort to obtain such approvals in connection with said permits, licenses or other approvals.

DEFAULT

35. Lessee shall make all payments to the State without deduction (except for offsets explicitly allowed hereunder), default or delay. In the event of the failure of Lessee to do so, or in the event of a breach of any of the other terms, covenants or conditions herein contained on the part of Lessee or State to be kept and performed, and if such default continues for a period of thirty (30) days after receipt of written notice from the non-defaulting party to the defaulting party of such default, this Lease may, at the non-defaulting party's sole discretion, be terminated.

Notwithstanding the foregoing, if a non-monetary default may not be reasonably cured within such thirty (30) day period and the defaulting party commences to cure such default within the thirty (30) day period, the time to cure may be extended through a writing signed by both parties, to a time frame and deadline mutually agreeable to the parties. So long as the defaulting party diligently prosecutes the cure to completion under the mutually agreed upon extended deadline, then this Lease may not be terminated under this Clause. However, if the defaulting party operates with unreasonable delay in curing the default or otherwise does not cure within the mutually agreed upon time frame, the non-defaulting party may terminate immediately.

In the event of termination of this Lease due to a Lessee default, it shall be lawful for State to reenter into and upon the Lease Area and every part thereof and to remove and store at Lessee's expense all property there from and to repossess and occupy the Lease Area. In the event State terminates this Lease pursuant to this Clause, State shall not be required to pay Lessee any sum or sums whatsoever.

COMPLIANCE
WITH LAWS

36. Lessee shall at its sole cost and expense comply with all the applicable statutes, laws, ordinances and regulations of all municipal, state and federal authorities now in force or which may hereafter be in force pertaining to the Premises and use of the Premises as provided by this Lease.

FAILURE TO
PERFORM

37. In the event of the failure, neglect, or refusal of Lessee to do, or perform work, or any part thereof, or any act or thing in this Lease provided to be done and performed by Lessee, State will, at its option, have the right to do and perform the same, and Lessee hereby covenants and agrees to pay State the reasonable cost thereof on demand.

INTEREST DUE

38. State may charge interest on any amount due to State but not paid when due, at a rate equal to the annual maximum rate allowable by law from the due date.

ASSIGNMENT,
SUBLETTING

39. Lessee shall not transfer or assign this Lease, and shall not sublet, license, permit or suffer any use by third parties of the Lease Area or any part thereof, or lease space in any building or structure constructed on the Lease Area, or provide communications or other equipment for the use of others, without first obtaining the prior written consent of State, which shall not be unreasonably withheld. "Assign" shall include any transfer of any interest in the Lease by Lessee or any partner, principal, or controlling

SECTION 3– STANDARD PROVISIONS

stockholder of Lessee, as the case may be, to any other person, corporation, partnership or other entity.

RIGHTS
RESERVED BY
STATE

- 40. (a) State reserves the right to use the real property involved (not including real property installed, erected or constructed by Lessee) in any manner, including but not limited to the right to construct, place, maintain, use, operate, repair, replace, alter and move pipelines, conduits, culverts, ducts, fences, poles, electrical energy, power and communication lines, roads, bridges, subways, sidewalks, to grant easements over, across, upon and under said real property, and the continuous right of ingress to and egress from any portion or portions of said real property in such manner as not to create any unreasonable interference with the exercise of the rights granted to Lessee.
- (b) Any grant herein contained is subject to all valid and existing contracts, leases, licenses, easements, encumbrances and claims of title which may affect said facility.
- (c) No priority or other rights will attach to the use of any space in State’s building or on said facility.

ACTS OF NATURE

- 41. If any of Lessee’s improvements or equipment is destroyed by acts of nature, Lessee may replace them with improvements or equipment of the same general type that meet or exceed the technical specifications of the original equipment, which occupies no more physical space, and consumes no more electrical power.
- Lessee shall immediately notify State of such items and the date the replacement is completed.

HAZARDOUS
SUBSTANCE

- 42. Lessee agrees that it shall comply with all laws, federal, state, or local, existing during the term of this Lease pertaining to the use, storage, transportation, and disposal of any hazardous substance as that term is defined in such applicable law.
- Lessee shall not keep, store, possess, sell, purchase, generate, release, transport or dispose of any merchandise or materials that are in any way explosive or hazardous
- (a) In the event State or any of its affiliates, successors, principals, employees, or agents incur any liability, cost, or expense, including attorney's fees and costs, as a result of Lessee’s illegal use, storage, transportation, or disposal of any hazardous substance, including any petroleum derivative, Lessee shall indemnify, defend, and hold harmless any of these individuals against such liability; provided, however, Lessee shall have no obligation under this Section 42 (a) to the extent any liability, cost, or expense is caused by the State, its employees, agents or invitees.
 - (b) Where Lessee is found to be in breach of this Paragraph due to the issuance of a government order directing Lessee to cease and desist any illegal action in connection with a hazardous substance, or to remediate a contaminated condition caused by Lessee or any person acting under Lessee’s direct control and authority, Lessee shall be responsible for all costs and expenses of complying with such order, including any and all expenses imposed on or incurred by State in connection with or in response to such government order.

HAZARDOUS
SUBSTANCE
(CONT.)
VACATING THE
PREMISES

- 43. Lessee shall, on the last day of said term or sooner termination of this Lease, peaceably and quietly leave, surrender, and yield up to State, the Premises in good

SECTION 3– STANDARD PROVISIONS

order, condition, and repair, reasonable use and wear thereof and damage by acts of nature, excepted.

Lessee will coordinate its move-out with the Building Manager’s office to complete a walkthrough and return any keys, key cards, or any other State provided items.

AUDIT

- 44. Subject to State and local public disclosure laws, Lessee agrees that the Department of General Services, California State Auditor, or their designated representative shall have the right to review and to copy any of Lessee’s non-redacted records and supporting documentation pertaining to the performance of this Lease. In the event State discovers any irregularities in Lessee’s revenue statements Lessee shall bear all costs associated with said audit.

Lessee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment. Lessee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records.

Further, Lessee agrees to include in any sublease a similar right of the State to audit records and interview Lessee related to any performance of this Lease.

State may audit’s accounting books at any time upon reasonable request. Further to the extent Lessee provides the State with proprietary information, the State will hold it in the strictest confidence and will return it when it is no longer necessary to support any audit exceptions.

Lessee understands the State is subject to the Public Records Act.

RECOVERY OF LEGAL FEES

- 45. If action is brought by State for the recovery of any rent due under the provisions hereof or for any breach hereof, or to restrain the breach of any agreement contained herein, or for the recovery of possession of said Premises, or to protect any rights given to the State against Lessee, and if State will prevail in such action, Lessee shall pay to State such amount in attorney's fees in said action as the court shall determine to be reasonable, which shall be fixed by the court as part of the costs of said action.

AMERICANS WITH DISABILITIES ACT; UNRUH CIVIL RIGHTS ACT; DISABLED PERSONS ACT

- 46. Lessee shall comply with all applicable federal requirements established under 28 Code of Regulations, Part 36, Americans with Disabilities Act, and with all California State requirements established under Civil Code section 51 et seq., Unruh Civil Rights Act and Civil Code section 54 et seq., Disabled Persons Act, in order to make programs accessible to all participants and to provide equally effective communications.

By signing this Lease, Lessee assures State it complies with the applicable Federal and State statutes described above, prohibiting discrimination on the basis of disability. Lessee also assures State it complies with any applicable regulations and guidelines issued pursuant to the Federal and State statutes described above.

TAXES, ASSESSMENTS, AND

- 47. Lessee agrees to pay all lawful taxes, assessments or charges that at any time may be levied upon any interest in this Lease.

SECTION 3– STANDARD PROVISIONS

POSSESSORY INTEREST

It is understood that this Lease may create a possessory interest subject to property taxation and Lessee may be subject to the payment of property taxes levied on such interest.

NON-DISCRIMINATION

48. In the performance of this Lease, Lessee shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability (including HIV and AIDS), mental disability, medical condition, age (over 40), marital status, sex, sexual orientation, use of family care leave, or any other Federal, State or local laws.

Lessee shall insure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

Lessee shall comply with provisions of the Fair Employment and Housing Act (Government Code (GC) Section 12990 (a-f) et seq.) and the applicable regulations promulgated there under (California Code of Regulations, Title 2, Section 7285 et seq.).

The applicable regulations of the Fair Employment and Housing Commission implementing GC Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Lease by reference and made a part thereof as if set forth in full.

Lessee shall give written notice of its obligations under this clause to any labor organizations with which they have collective bargaining or other agreement.

Further, Lessee shall post in conspicuous places available to employees and applicants for employment, notices to be provided by the State setting forth the provisions of this Fair Employment Practices Section. (GC Section 12920-12994).

Remedies for Willful Violations:

(1) State may determine a willful violation of the Fair Employment Practices provision to have occurred upon the receipt of a final judgment having that effect from a court in an action to which Lessee was a party, or upon receipt of a written notice from the Fair Employment Practices Commission that it has investigated and determined that the Lessee has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the GC.

(2) State will have the right to terminate this Lease and any loss or damage sustained by State by reason thereof will be borne and paid for by Lessee.

INSURANCE

49. Prior to or at Lease execution Lessee shall furnish to State a certificate of insurance, along with all policy endorsements, with State’s Lease Number L-3116 and 660-2024-

SECTION 3– STANDARD PROVISIONS

071 indicated on the face of said certificate or endorsements, issued to State with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

Lessee shall maintain general liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate annually for bodily injury and property damage liability combined and Fire Legal Liability of at least \$500,000.

The policy shall include coverage for liabilities arising out of Premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract.

The policy must include State of California, their officers, agents, and employees as additional insureds, but only insofar as the operations under the Lease are concerned. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

Lessee shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The State of California and Department of General Services are to be additional insureds with respect to liability arising out of all vehicles owned, hired and non-owned. The additional insured endorsement must be provided with the certificate of insurance.

PROFESSIONAL LIABILITY (ERRORS AND OMISSIONS)

Lessee shall maintain Insurance appropriate to the Contractor's profession, with limits not less than \$1,000,000 per occurrence.

WORKERS' COMPENSATION

Lessee shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Lease, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required, and the policy shall include a waiver of subrogation in favor of the State of California. The waiver of subrogation endorsement must be provided with the certificate of insurance.

GENERAL REQUIREMENTS

Lessee shall ensure that the following general requirements are met:

- a. Insurance Companies must be acceptable to Department of General Services, Office of Risk and Insurance Management.
- b. Coverage needs to be in-force for complete term of this Lease. If insurance expires during the term of the Lease, a new certificate must be received by State within thirty (30) days of the expiration date of the existing policy. This new insurance must still meet the terms of the original contract.
- c. Lessee shall notify the State within five business days of Lessee's receipt of any notice of cancellation or non-renewal of any insurance required by this lease.

SECTION 3– STANDARD PROVISIONS

- d. Lessee is responsible for any deductible or self-insured retention contained within the insurance program.
- e. In the event Lessee fails to keep in effect at all times the specified insurance coverage, State may, in addition to any other remedies it may have, terminate this Lease upon the occurrence of such event, subject to the provisions of this Lease.
- f. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by State.
- g. If Lessee is self-insured in whole or in part as to any of the above described types and levels of coverage, Lessee shall provide State with written acknowledgment of this fact at the time of the execution of this Lease. The State may require financial information to justify Lessee’s self-insured status. If, at any time after the execution of this Lease, Lessee abandons its self-insured status, Lessee shall immediately notify State of this fact and shall comply with all of the terms and conditions of this Insurance clause pertaining to policies of insurance in regard to those types and levels of insurance.

It is agreed that State shall not be liable for the payment of any premiums or assessments on the required insurance coverage.

Notwithstanding any contrary provision contained herein, State acknowledges and agrees that Lessee is self-insured and shall not be required to obtain policies required under this Clause 49.

FIRE AND CASUALTY DAMAGES

- 50. State will not keep improvements which are constructed or installed by Lessee under the provisions of this Lease insured against fire or casualty, and Lessee shall make no claim of any nature against State by reason of any damage to the business or property of Lessee in the event of damage or destruction by fire or other cause, arising other than from or out of negligence or willful misconduct of agents or employees of the State in the course of their employment.

HOLD HARMLESS INDEMNIFICATION

- 51. This Lease is made upon the express condition that the State of California is to be free from all liability and claims for damages by reason of any injury to any person or persons, including Lessee, or property of any kind whatsoever and to whomsoever belonging, including Lessee, from any cause or causes whatsoever while in, upon, or in any way connected with the Premises during the term of this Lease or any occupancy hereunder, holdover periods or any other occupancy of the Premises by Lessee, except those arising out of the negligence or willful misconduct of State, its employees, agents, and invitees.

Lessee agrees to defend, indemnify, and hold harmless State from all liability, loss, cost or obligation on account of or arising out of any such injury or loss, however occurring, except those arising out of the negligence or willful misconduct of State, its employees, agents, and invitees.

HOLD HARMLESS INDEMNIFICATION (CONT.)

LOSSES

- 52. Except to the extent of any loss or damage arising out of the negligence or willful misconduct of State, its employees, agents, and invitees, State will not be responsible

SECTION 3– STANDARD PROVISIONS

for losses or damage to personal property, equipment or materials of Lessee and all losses shall be reported to State immediately upon discovery.

**DEBT LIABILITY
DISCLAIMER**

- 53. State, including but not limited to the State’s General Fund or any special self-insurance programs, is not liable for any debts, liabilities, settlements, liens or any other obligations of the Lessee or its heirs, successors or assigns.

Except to the extent any claim or damage arising out of the negligence or willful misconduct of State, its employees, agents, and invitees, State and its agencies, departments and divisions will not be liable for and will be held harmless by Lessee and for any claims or damages associated with any contract, tort, action or inaction, error in judgment, act of negligence, intentional tort, mistakes, or other acts taken or not taken by the Lessee, its employees, agents, invitees, guests or anyone acting in concert with or on behalf of Lessee. State has no obligation to defend or undertake the defense on behalf of Lessee or its heirs, successors or assigns.

RELOCATION

- 54. (a) In the event that State terminates this Lease pursuant to its terms, Lessee acknowledges and agrees that it has no claim against the State for Relocation Payments, Relocation Advisory Assistance, or costs pursuant to the Government Code sections 7260 et seq., or any regulations implementing or interpreting such sections. Lessee further agrees that it has no claim in either law or equity against the State for damages or other relief should the Lease be terminated and waives any such claims it may have.

(b) In the event subleasing, under the terms of this Lease, is permitted, Lessee shall incorporate this Paragraph into the sublease. Failure to do so may obligate Lessee for damages and costs resulting from claims for relocation payments by sublessee.

(c) The location of the Premises to be used by Lessee for the purpose of this Lease may be changed as required by State in the event of circumstances arising to warrant such a change. Lessee agrees to accept another functionally equivalent location within the facility grounds within which to operate under the same general provisions of this Lease.

In the event the new quarters are different in size from present quarters, there shall be an adjustment in rental rate on a proportionate square footage basis at the discretion of the State, either greater or smaller, as the case may be.

In the event State is unable to relocate the Lessee within the facility grounds, State, upon reasonable notice, may require Lessee to leave State premises. Reasonable notice is defined herein as to be at least thirty (30) days.

**SMOKING
RESTRICTION**

- 55. Per Government Code 7597, Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building.

**SMOKING
RESTRICTION
(CONT.)**

Lessee, invitees, or patrons shall compensate and reimburse State the cost of damage and destruction of any such fire caused by Lessee, its employees, invitees, contractors, or patrons, including State’s out-of-pocket expenses for same.

SECTION 3– STANDARD PROVISIONS

- RECORDING

56. Lessee shall not record this Lease or a short form memorandum thereof. Any such recordation will, at the option of State, constitute a non-curable default by Lessee hereunder.
- AUTHORITY TO CONTRACT

57. If Lessee is a public, private or non-profit corporation, each individual executing this Lease on behalf of said Lessee shall provide evidence, which is acceptable to State, that he/she is duly authorized to execute and deliver this Lease on behalf of said Lessee in accordance with a duly adopted resolution of the Board of Directors or in accordance with the Bylaws of said Board, and that this Lease is binding upon said Board of Directors in accordance with its terms.
- PARTNERSHIP DISCLAIMER

58. Lessee its agents and employees shall act in an independent capacity and not as officers or employees of State. Nothing herein contained will be construed as constituting the parties herein as partners.
- MINERAL RIGHTS

59. Lessee agrees not to interfere, in any way, with the interests of any person or persons that may hold presently, or in the future, oil, gas, or other mineral interests upon or under said Premises; nor shall Lessee, in any way, interfere with the rights of ingress and egress of said interest holders.
- CEQA

60. Any physical changes made to the improvements by Lessee or its agents shall comply with the California Environmental Quality Act (CEQA).
- BANKRUPTCY

61. In no event shall this Lease or the leasehold estate become an asset of Lessee in bankruptcy, receivership or other judicial proceedings. Lessee shall be in default under this Lease in the event of any of the following: (a) Lessee becomes insolvent or makes an assignment for the benefit of creditors, (b) a petition in bankruptcy is filed by or against Lessee, (c) a writ of execution is levied against this Lease or the leasehold estate, (d) Lessee abandons or vacates or does not continuously occupy or safeguard the Premises.
- AMENDMENTS AND MODIFICATIONS

62. No amendment, modification, or supplement to this Lease shall be binding on either party unless it is in writing and signed by the party to be bound by the modification.
- MUTUAL CONSENT

63. Notwithstanding anything herein contained to the contrary, this Lease may be terminated and the provisions of the Lease may be altered, changed, or amended by mutual consent of the parties hereto in writing.
- FORCE MAJEURE

64. If either Lessee or State will be delayed or prevented from the performance of any act required hereunder by reason of acts of Nature, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Lease) or other cause without fault and beyond the control of the party obligated (except financial inability), performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Nothing in this Paragraph shall excuse Lessee from prompt payment of any rent, taxes, insurance or any other charge required of Lessee, except as may be expressly provided in this Lease.
- FORCE MAJURE (CONT.)

SECTION 3– STANDARD PROVISIONS

- WAIVER

65. If State waives the performance of any term, covenant or condition contained in this Lease, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition.

Failure by State to enforce any of the terms, covenants or conditions of this Lease for any length of time shall not be deemed to waive or decrease State’s right to insist thereafter upon strict performance by Lessee.

Waiver by State of any term, covenant, or condition contained in this Lease may only be made by a written document properly signed by an authorized State representative.
- ENTIRE AGREEMENT

66. This Lease and its exhibits constitute the entire agreement between State and Lessee. No prior written concurrent or subsequent oral promises or representations shall be binding.
- CLAUSE HEADINGS

67. All Paragraph headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Lease.
- SEVERABILITY

68. If any term, covenant, condition, or provision of this Lease or any application thereof, to any extent, is found invalid, void, or unenforceable by a court of competent jurisdiction, the remainder of this Lease will not be affected thereby and will be valid and enforceable to the fullest extent permitted by law.
- SEPARATE COUNTERPARTS

69. This Lease may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. The exchange of copies of this Lease and of signature pages by electronic mail in “portable document format” (“pdf”) form or by any other electronic means shall constitute effective execution and delivery of this Lease. In the event the Lease is executed by wet ink signatures, the original signatures shall also be exchanged between the parties via mail, in addition to any exchange via electronic means.
- SUPERSEDURE

70. This Lease supersedes and voids any prior license, lease or agreement of any kind between State and Lessee identified in this Lease with regards to the Premises.
- BINDING

71. The terms of this Lease and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the heirs, representatives, assigns and successors in interest of the parties hereto.
- CLEAR TITLE

72. At the expiration or termination of this Lease, Lessee shall execute and deliver to State within thirty (30) days a Quitclaim Deed to all rights granted hereunder.
- ESSENCE OF TIME

73. Time is of the essence for each and all of the provisions, covenants and conditions of this Lease.
- EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

74. On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
STATE OWNED LEASING & DEVELOPMENT

SECTION 3– STANDARD PROVISIONS

termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

CITY
REQUIREMENTS

75. This Lease shall be subject to the City of San Francisco requirements attached as Exhibit F and incorporated herein by this reference.

END OF SECTION 3

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

STATE OF CALIFORNIA

DEPARTMENT OF GENERAL SERVICES
STATE OWNED LEASING & DEVELOPMENT

IN WITNESS WHEREOF, this Lease has been executed by the Parties hereto as of the date written below.

STATE OF CALIFORNIA

DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
Brian Dewey
4B24ADBC7E7B4B1...

By: _____

Brian Dewey, Assistant Deputy Director
Facilities and Development

Date Executed: _____

LESSEE:

CITY AND COUNTY OF SAN FRANCISCO,
a municipal corporation

By: _____

Andrico Q. Penick
Director of Real Estate
(San Francisco Board of Supervisor's Resolution
No. _____)

APPROVAL:

DEPARTMENT OF GENERAL SERVICES

Trevor Johnson
Digitally signed by Trevor Johnson
Date: 2025.05.30 10:30:21 -07'00'

By: _____

Trevor Johnson, Assistant Chief
State Owned Leasing and Development

APPROVED AS TO FORM:

David Chiu, City Attorney

By: _____

Vincent Brown
Deputy City Attorney

Date Signed: _____

APPROVAL RECOMMENDED:

DEPARTMENT OF PARKS AND RECREATION
Acquisition and Real Property Services

DocuSigned by:
Karen Bearson
3CFFDD8EE7348C...

By: _____

Karen Bearson
Senior Right of Way Agent

EXHIBIT B

CANDLESTICK POINT VEHICLE TRIAGE CENTER PHASE 1

SFM Permit #21-N-1920-C



PAGE COUNT 21

BUREAU OF ARCHITECTURE



Rick Alameda - City Architect
Julia Lelas - Principal Architect / Bureau Manager
49 South Van Ness Ave., Suite 1100, San Francisco, CA 94102
Phone (415) 271-5665



CANDLESTICK POINT VEHICLE TRIAGE CENTER - PHASE 1

500 Market Street, San Francisco, CA 94102
SFM Permit #21-N-1920-C

Bureau Mgr. _____
Section Mgr. _____
Technical Mgr. _____

PERMIT SET			10/7/2021
No.	Date	Revisions	
1	10/07/2021	Revisions: 1: SPM	

PA _____
Checked _____
Date of Release _____



Drawing Title _____

COVER SHEET

Sheet No. **G 0.00**

Scale: 1" = 1'-0"
SFM File # 21-N-1920-C-DR



CANDLESTICK POINT VEHICLE TRIAGE CENTER - PHASE 1
500 Hatters Point Expressway, San Francisco, CA 94124
SFM Permit 21-14-102-D-CR

ABBREVIATIONS table with columns for symbol, abbreviation, and description. Includes entries for AFF (Above Finish Floor), ADD (Access Panel), ADJ (Adjacent), etc.

LEGEND table with symbols and descriptions for exterior and interior elevations, detail callouts, and room identification. Includes symbols for level markers, revisions, and project north.

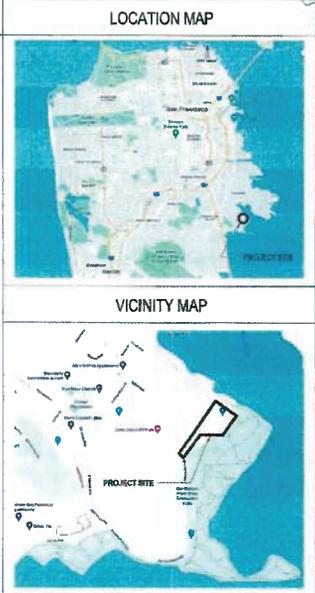
PROJECT DIRECTORY table listing client (San Francisco Department of Public Works), project location (49 South Van Ness Avenue), and key personnel (Architect: San Francisco Public Works, Mechanical Engineer: San Francisco Public Works, etc.).

DRAWING INDEX - PAGE COUNT 21 table listing drawing titles and page numbers. Includes General (G.01-G.11), Architecture (A.10-A.19), Electrical (E.01-E.07), and Mechanical (M.01-M.02).

PROJECT DATA table containing project name, address, occupancy, construction type, number of stories, total site area, and other project-specific information.

GENERAL NOTES table with 14 numbered notes detailing construction requirements, permit obligations, and site protection measures.

DEMOLITION NOTES table with 8 numbered notes providing instructions for site familiarization, demolition methods, and safety protocols.



DESCRIPTION OF WORK table with 17 numbered items detailing site improvements, parking stalls, directional signage, and other construction details.

PERMIT SET table with columns for No., Date, and Revision. Shows permit set 107/2/21 with revision 1 dated 12/9/2021.



PROJECT DATA, GENERAL NOTES, SHEET INDEX, ABBREVIATIONS
Sheet No. G.0.10
Scale: As Indicated
CSFV File # 21-14-102-D-CR



Ron Almeida - City Architect
 Julia Leus - Principal Architect / Bureau Manager
 49 South Van Ness Ave., Suite 1100, San Francisco, CA 94103
 Phone (415) 774-2555



CANDLESTICK POINT VEHICLE TRIAGE CENTER - PHASE 1

550 Hunters Point Overpass, San Francisco, CA 94124
 SFM Permit #21-04-022-C



④ SIGNAGE PLAN @ ENTRY - PHASE 1
 1/32" = 1'-0"

④ SIGNAGE PLAN - PHASE 1
 1/32" = 1'-0"



PERMIT SET 10/7/2021

Revisions
 1. 11/29/2021 Revision 1: SPM

SHEET NOTES

- PARKING LOT WHYPHENING SHALL CONSIST OF STREET NAME SIGNS AND STALL NUMBER SIGNS.
 - SEE DETAILS ON THIS SHEET FOR STREET NAME SIGNS AND STALL NUMBER SIGNS.
 - PROVIDE STREET NAME SIGN AT BOTH ENDS OF DRIVE AS SHOWN INCLUDING BOTH SIGNS AS REQUIRED BY CODE; HIDE OFFICE TRAILER.
 - PROVIDE SPECIAL SIGNAGE FOR ALL EXTERIOR PIER SYSTEM OUTRIGERS EXCEPT PEDESTRIAN GATE AT MAIN ENTRANCE NEAR GUARD SHACK SIGNAGE TO READ "EMERGENCY EXIT ONLY, ALARM WILL SOUND" PROVIDE ONE DOT SIGN (RED) AND WHITE ON ALUMINUM SIGN MOUNTED TO EACH PEDESTRIAN GATE.
 - ACCESSIBLE PARKING SIGNS SHALL BE INSTALLED WITH THE BOTTOM EDGE BY MIN. 8" FROM CURB AND DIRECTLY ON THE CURB AT THE INTERIOR END OF THE PARKING STALL, SIGN THAT IT IS VISIBLE FROM EACH PARKING STALL.
- TRAILER AND PORTABLE TOILET SIGNAGE:
 - PROVIDE TACTILE DOT, ROOM IDENTIFICATION AND GEOMETRIC SIGNS PER ROOM AS REQUIRED BY CODE.
- ALL SIGNS
 - ALL SIGNAGE TO PROVIDE 70% MINIMUM CONTRAST BETWEEN TEXT AND SIGN AND BETWEEN SIGN AND SUBSTRATE SURFACE. ALL SIGNS TO INCLUDE ENGLISH AND SPANISH. REFER TO G-SHEET SERIES FOR ADDITIONAL SIGNAGE SPECIFICATIONS.

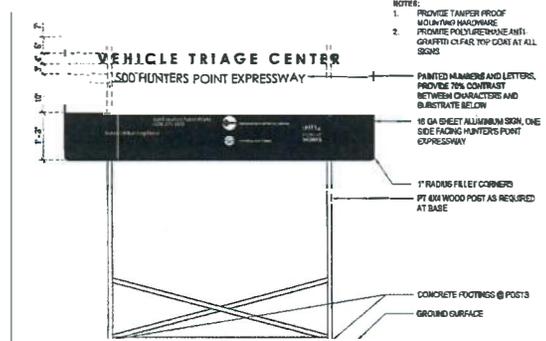


LEGEND

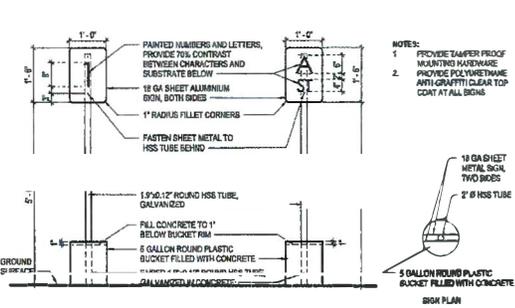
- 5 GALLON BUCKET FOR 8" METAL SIGN AND STALL NUMBER SIGNAGE
- PROJECT IDENTIFICATION SIGNAGE

Sheet No. **A.136**

CSPM File # 21-10-102-C-021



④ PROJECT IDENTIFICATION SIGN
 3/8" = 1'-0"

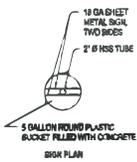


③ STREET NAME AND STALL NUMBER SIGN
 3/8" = 1'-0"

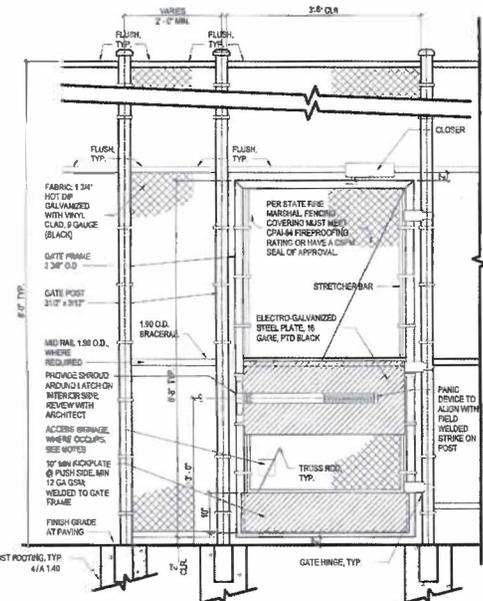
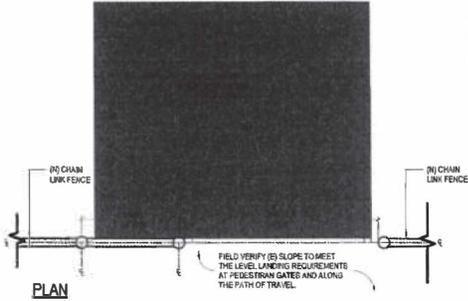
- NOTES:
- PROVIDE TAMPER PROOF MOUNTING HARDWARE.
 - PROMOTE POLYURETHANE ANTI-GRAFFITI CLEAR TOP COAT AT ALL SIGNS.

- PAINTED NUMBERS AND LETTERS, PROVIDE 70% CONTRAST BETWEEN CHARACTER AND SUBSTRATE BELOW.
- 18 GA SHEET ALUMINUM SIGN, ONE SIDE FACING HUNTERS POINT EXPRESSWAY.
- 1" RADIUS FILLET CORNERS.
- PT 6X4 WOOD POST AS REQUIRED AT BASE.
- CONCRETE FOOTINGS @ POSTS.
- GROUND SURFACE.

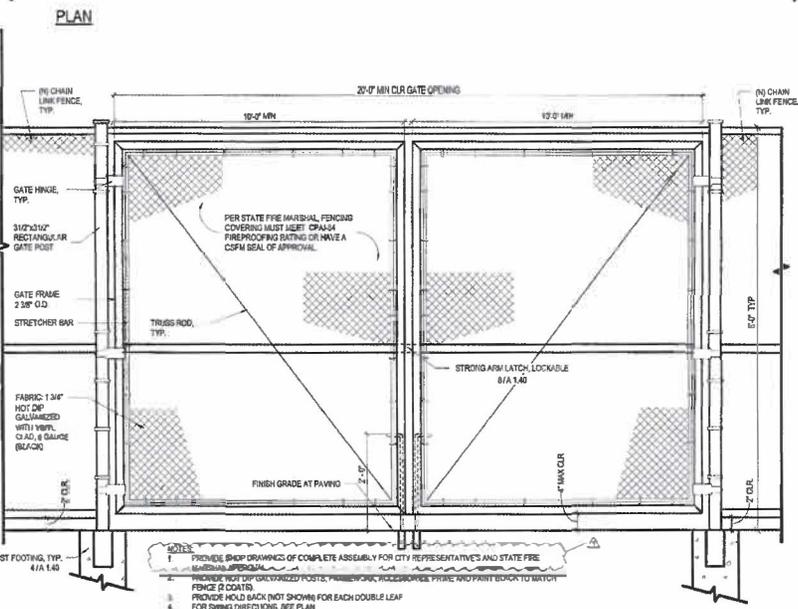
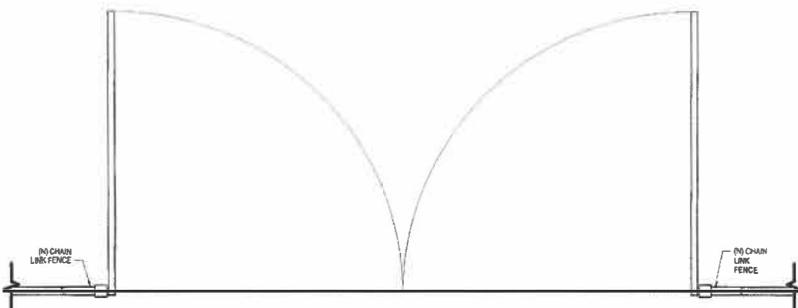
- NOTES:
- PROVIDE TAMPER PROOF MOUNTING HARDWARE.
 - PROVIDE POLYURETHANE ANTI-GRAFFITI CLEAR TOP COAT AT ALL SIGNS.



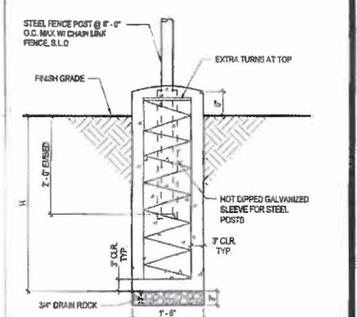
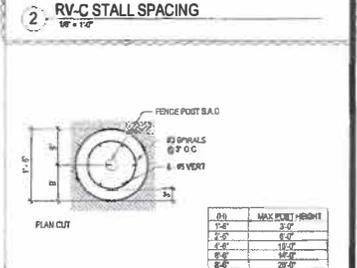
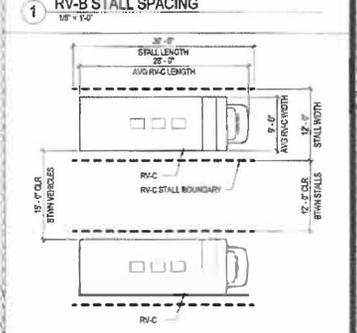
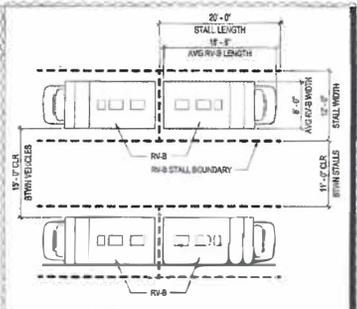
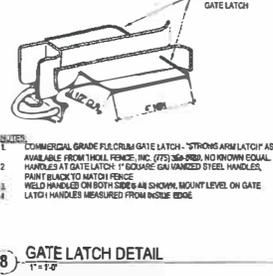
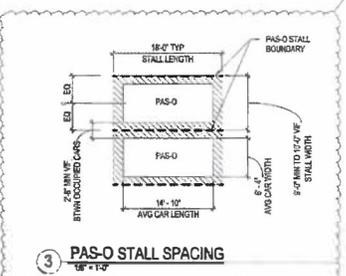
PROJECT IDENTIFICATION SIGN: 3/8" = 1'-0" (Scale)
 STREET NAME AND STALL NUMBER SIGN: 3/8" = 1'-0" (Scale)



- NOTES:**
1. PROVIDE SHOP DRAWINGS OF COMPLETE ASSEMBLY FOR CITY REPRESENTATIVES AND STATE FIRE MARSHAL APPROVAL.
 2. PROVIDE HOT DIP GALVANIZED POSTS, FRAMEWORK, ACCESSORIES, FINISH PAINT BLACK (2 COATS) PROVIDE (2) EACH PER SIDE SHEETS, 1/2" PLATE TO EXTENSION FRONT OF GATE, WHERE APPLICABLE. VERIFY EXACT LOCATION IN FIELD WITH CITY REPRESENTATIVE.
 3. PROVIDE HOT DIP GALVANIZED POSTS, FRAMEWORK, ACCESSORIES, FINISH PAINT BLACK (2 COATS) PROVIDE (2) EACH PER SIDE SHEETS, 1/2" PLATE TO EXTENSION FRONT OF GATE, WHERE APPLICABLE. VERIFY EXACT LOCATION IN FIELD WITH CITY REPRESENTATIVE.
 4. FOR SWING DIRECTIONS, SEE PLAN.



- NOTES:**
1. PROVIDE SHOP DRAWINGS OF COMPLETE ASSEMBLY FOR CITY REPRESENTATIVES AND STATE FIRE MARSHAL APPROVAL.
 2. PROVIDE HOT DIP GALVANIZED POSTS, FRAMEWORK, ACCESSORIES, FINISH PAINT BLACK (2 COATS) PROVIDE (2) EACH PER SIDE SHEETS, 1/2" PLATE TO EXTENSION FRONT OF GATE, WHERE APPLICABLE. VERIFY EXACT LOCATION IN FIELD WITH CITY REPRESENTATIVE.
 3. PROVIDE HOT DIP GALVANIZED POSTS, FRAMEWORK, ACCESSORIES, FINISH PAINT BLACK (2 COATS) PROVIDE (2) EACH PER SIDE SHEETS, 1/2" PLATE TO EXTENSION FRONT OF GATE, WHERE APPLICABLE. VERIFY EXACT LOCATION IN FIELD WITH CITY REPRESENTATIVE.
 4. FOR SWING DIRECTIONS, SEE PLAN.



BUREAU OF ARCHITECTURE

PHILIP PUBLIC WORKS

Ron Alameda - City Architect
Julia Lauer - Principal Architect / Bureau Manager

400 South Van Ness Ave. Suite 1100 San Francisco, CA 94104
Phone: (415) 774-2000

10/7/2021

CANDLESTICK POINT VEHICLE TRIAGE CENTER - PHASE 1

400 Horizon Point, Emeryville, San Francisco, CA 94614
SFM Plan 021-41-1020-C

Contract

PERMIT SET 10/7/2021

No.	Date	Revised	Revised By
1	10/06/2021	Rev/Plan	1. SPM

PM: _____
 PA: _____
 Drawn: _____
 Checked: _____

Drawing Title: _____

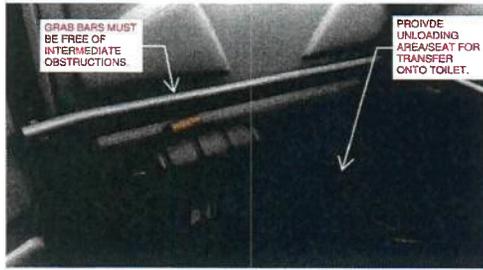
SITE DETAILS

Sheet No: **A 1.40**

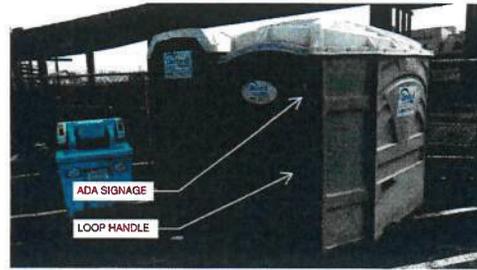
Scale: As indicated

CSFM File # 21-41-1020-C-DR

C:\Users\jla\OneDrive\Documents\Projects\Candlestick Point VTC\A1.40_CDR_10.07.21.dwg
 10/06/2021 10:07 AM



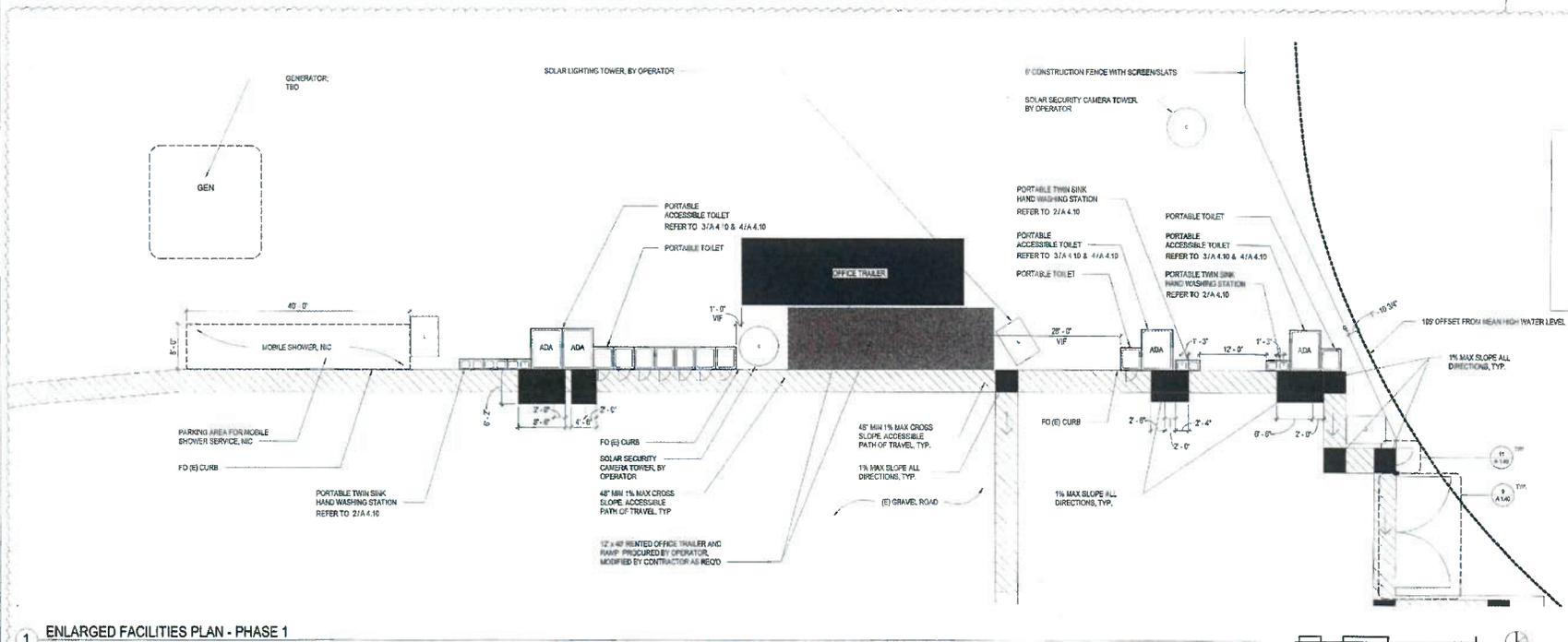
4 ACCESSIBLE GRAB BAR AND SEAT
16" x 1'-0"



3 ACCESSIBLE HANDLE AND ISA
16" x 1'-0"



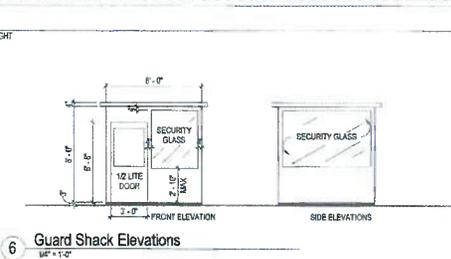
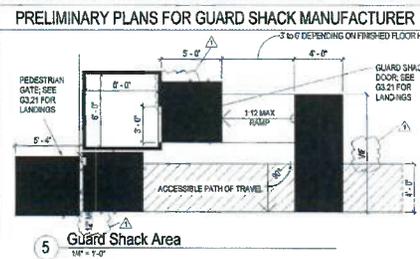
2 ACCESSIBLE HAND WASHING STATION
16" x 1'-0"



1 ENLARGED FACILITIES PLAN - PHASE 1
16" x 1'-0"

SHEET NOTES

- 1) PRELIMINARY GUARD SHACK PLANS SHOW INTENT FOR GUARD SHACK MANUFACTURER MANUFACTURER TO PROVIDE SHOP DRAWINGS INCLUDING PLANS, ELEVATIONS AND SPECIFICATIONS TO BE REVIEWED AND APPROVED BY ARCHITECT, DAC AND STATE FIRE MARSHAL.
- 2) GUARD SHACK TO COMPLY WITH APPLICABLE CODES FOR WORKSTATIONS PER 11B-303.9 2019 CBC.
- 3) ALL THRESHOLDS ALONG ACCESSIBLE PATH OF TRAVEL SHALL COMPLY WITH 11B-303.9 2019 CBC.
- 4) TEMPORARY OFFICE TRAILER WILL BE RENTED AND SET UP BY VENDOR WITH PREFABRICATED RAMPING SYSTEM. OFFICE TRAILER VENDOR TO PROVIDE PLANS, ELEVATIONS AND DETAILS AS FEASIBLE. OFFICE TRAILER TO BE ACCESSIBLE INCLUDING RAMPING / STEP SYSTEM. DAC TO REVIEW AVAILABLE TECHNICAL DRAWINGS PROVIDED BY VENDOR AND/OR REVIEW THE TRAILER ONCE IT HAS ARRIVED ON SITE. COORDINATION WITH DAC REQUIRED. STATE FIRE MARSHAL APPROVAL.
- 5) LEVEL LANDINGS REQUIRED AT ALL ADA PORTABLE FACILITIES INCLUDING TOILETS AND HAND WASHING STATIONS.



LEGEND

- 1) WALL TO BE MADE OF 3" COMPOSITE PANELS
- 2) EXTERIOR EDGE OF PANELS TO BE 50 GA. STUCCO ENCASED ALUMINUM
- 3) WALL PANELS ARE STRUCTURAL WITH SQUARE EDGE CONNECTORS THAT ARE ONE PILE WITHOUT JOINTS.
- 4) FLAT ROOF 16" OVERHANG
- 5) WALL & ROOF PANELS MADE OF POLYESTER/UREA W/ R VALUE OF 18 R8
- 6) FLOORS 3/16" STEEL ALUMINUM
- 7) FUTURE WINDOW & SIDES, THEY SHALL BE INSTALLED 34" AFF. GLAZED WITH 1/4" TEMPERED GLASS.
- 8) ONE 1/4" LED RECESSED TABLE
- 9) ONE LED LIGHTING FIXTURE
- 10) 300# IN LITE STEEL DOOR WITH DOOR LEVER AND LOCK

PERMIT SET 10/7/2021

No.	Date	Revisions
1	10/26/2021	Permitted 1. SPM

PFI: []
 FS: []
 DS: []
 CD: []

Drawing Title: **ENLARGED PLANS**
 Sheet No.: **A 4.10**
 Date: As Indicated
 CSM File # 21-461931-01

BUREAU OF ARCHITECTURE

PUBLIC WORKS

Ron Aramides - City Architect
 Julie Laue - Principal Architect / Bureau Manager

88 South Van Ness Ave. Suite 1100 - San Francisco, CA 94103
 Phone: 415.221.3900

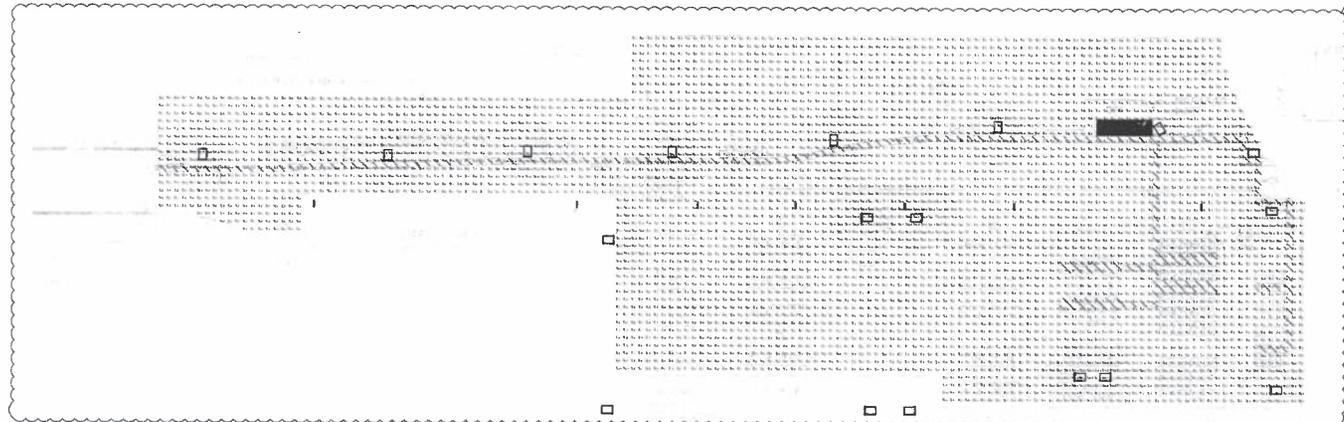
DATE: 10/20/21

500 Hatten Point Embarcadero, San Francisco, CA 94134
 SPM Permit #21-A-1921-C

Contractor:

LIGHTING FIXTURE SCHEDULE		
MANUFACTURER	MODEL	NOTES
GENERAC	MLTSSK	LIGHTING PHOTOMETRICS BASED ON 6,000W LIGHTING TOWER AT 10' FIXTURE MOUNTING HEIGHT.

E2.01 LIGHTING FIXTURE SCHEDULE
SCALE: N/A



BUREAU OF ARCHITECTURE
PUBLIC WORKS
 Ron Almeida - City Architect
 Julia Lave - Principal Architect/Bureau Manager
 83 South Van Ness Ave., Suite 1100 San Francisco, CA 94103
 Phone (415) 774-0889



CANDLESTICK POINT VEHICLE TRIAGE CENTER - PHASE 1

500 Hunters Point Expressway, San Francisco, CA 94124

Consultant



PERMIT SET		10/7/2021
No.	Date	Description
1	10/07/2021	REVISION 1: 3PM

PAI _____
 PA _____
 Design _____
 Checked _____



Drawing Title

SITE LIGHTING PLAN

Sheet No. **E2.01**

Scale: SEE SHEET CALLOUTS
 CSFM File # 21-4-1020-C-01

E2.01 ELECTRICAL SITE PLAN - LIGHTING
 SCALE: 1/32"=1'



For Alameda - City Architect
 Julia Luce - Principal Architect/Bureau Manager
 40 South Van Ness Ave., Suite 1100 - San Francisco, CA 94103
 Phone (415) 771-2990



CANDLESTICK POINT VEHICLE TRAGE CENTER - PHASE 1

600 Markers Park Expressway, San Francisco, CA 94124
 Consultant



PERMIT SET 10/7/2021

No.	Date	Revisions

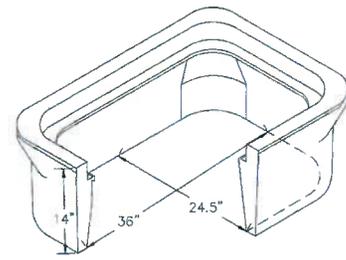
PIJ _____
 PA _____
 Drawn _____
 Checked _____



Drawing Title
ELECTRICAL DETAILS

Sheet No.
E7.01

Scale: SEE SHEET CALLOUTS
 CDFM File # 21-N-1024-C-DR



2 ELECTRICAL PULLBOX DETAIL - OLDCASTLE CHRISTY B40
 E7.02 SCALE: 1/8" = 1"



1 ELECTRICAL FEEDER SPLICE - POLARIS IPLWB350-3P
 E7.03 SCALE: NA



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Shireen McSpadden, Executive Director



London Breed, Mayor

October 18, 2023

Armondo Quintero
Director
California Department of Parks and Recreation
715 P Street
Sacramento, CA 95814

Jennifer Lucchesi
Executive Officer
California State Lands Commission
100 Howe Ave. Suite 100-South
Sacramento, CA 95824

Dear Director Quintero and Executive Officer Lucchesi,

The San Francisco Department of Homelessness and Supportive Housing (HSH) is eager to continue our partnership to sublease the boat ramp parking lot at Candlestick Point SRA for an additional two years. This new sublease will allow us to continue to operate a Vehicle Triage Center for people experiencing homelessness and living in their vehicles in the surrounding area.

The San Francisco Board of Supervisor approved this sublease on October 11, 2023, and the lease will be heard by the State Lands Commission in December 2023. As part of this agreement staff from the Department of Parks and Recreation and the State Lands Commission, asked to provide a detailed demobilization plan that articulates how the City intends to close the site and return it to the state during the duration of the lease.

Please see the attached detailed timeline of all action steps required and responsible parties involved in closing the site in a way that ensures that all guests are offered safe alternative shelter and housing options prior to the closure of the site.

Thank you,
Emily

Emily Cohen
Deputy Director for Communications & Legislative Affairs
San Francisco Department of Homelessness and Supportive Housing

Date	Action	Responsibility
Sunday, June 1, 2025	VTC client data in ONE System updated.	Urban Alchemy / BVHPF
Sunday, June 1, 2025	Develop By Name List (BNL) for guest placement tracking.	HSH/Angelica
Sunday, June 1, 2025	HSH leadership to meet with UA and BVHPF to discuss VTC closure plan.	HSH leadership
Tuesday, July 1, 2025	Stop intakes at VTC	Urban Alchemy
Tuesday, July 1, 2025	Ensure all guests have been assessed via CE mobile Team.	HSH CE / BVHPF
Tuesday, July 1, 2025	Notify partners (SCA, DPH, and ECS) that the site is closing.	HSH / Angelica
Tuesday, July 15, 2025	Refer clients to DPH BHS and/or SFHOT Case Management that need extra support during the	BVHPF and HSH/Angelica Varela
Tuesday, July 15, 2025	Weekly meeting with HSH/UA/BVHPF to discuss demob and case conference clients.	HSH/BVHPF/UA
Tuesday, July 15, 2025	Continue bi-weekly meetings with TTX/Financial Justice Project.	TTX/HSH/BVHPF/UA
Friday, August 1, 2025	Provide monthly demob status updates to State Parks	HSH/Emily
Friday, August 1, 2025	Provide clients with demob notice with site closure details and exit options.	HSH/UA/BVHPF
Friday, August 15, 2025	Site Visit with DPW to get physical demob quote and scope.	HSH/DPW
Friday, August 15, 2025	Community meeting at site.	HSH/Angelica Varela & UA & BVHPF
Friday, August 15, 2025	Meeting with MTA to discuss towing support for RVs.	HSH/MTA
TBD	MDT at VTC	HSH/Angelica
Tuesday, September 30, 2025	30 day towing notice posted on each vehicle.	MTA/HSH/UA
Friday, October 31, 2025	Final exit date for All VTC Guests.	HSH/UA/BVHPF
Friday, October 31, 2025	Abandoned RVs towed to impound or junk yard.	MTA/HSH/UA
Friday, October 31, 2025	End Farming Hope meals.	UA/Farming Hope

Friday, October 31, 2025	UA to end all vendor services at site (review UA budget).	UA
Friday, October 31, 2025	UA to reduce staffing at site to security staff only	UA
Friday, October 31, 2025	BVHPF to end staffing at site and end vendor services.	BVHPF
Saturday, November 15, 2025	DPW to begin physical site demob	DPW & HSH/Joanne
Saturday, November 15, 2025	Remove light towers	UA - Cresco
Saturday, November 15, 2025	Remove temporary office	UA - mobile modular
Saturday, November 15, 2025	Remove garbage cans and dumpster	UA - Recology
Saturday, November 15, 2025	Removal of Electrical Box	PG&E
Saturday, November 15, 2025	Breakdown and remove charging stations	DPW/Joanne
Saturday, November 15, 2025	Breakdown and remove bike rack	DPW/Joanne
Saturday, November 15, 2025	Painting	DPW/Joanne
Saturday, November 15, 2025	Pressure wash hard surfaces	DPW/Joanne
Saturday, November 15, 2025	Site sweep - garbage removal	DPW/Joanne
Monday, December 1, 2025	Send UA and BVHPF contract close out letter.	HSH/Angelica/contracts
Saturday, November 15, 2025	Remove fence.	DPW
Thursday, January 1, 2026	K-rails removal	DPW
Thursday, January 1, 2026	End UA security	UA
Thursday, January 1, 2026	Site inspection with State parks and HSH	HSH/Angelica
Thursday, January 1, 2026	Final inspection - turnover	HSH/Angelica
Thursday, February 15, 2024	Final day for UA and BVHPF to submit invoices for costs incurred	UA & BVHPF

Exhibit F

CITY AND COUNTY OF SAN FRANCISCO
REQUIREMENTS

1. Eminent Domain. In the event all or part of the Lease or Lease Area is taken by eminent domain, City shall have the right to seek an award for the value of its interest in the Lease taken.

2. Landlord Ownership of Lease Area. State represents that it leases the Lease Area, and that it is authorized to enter into this Lease. Any necessary State and master landlord consents have been obtained to enter into this Lease.

3. Applicable Law. This Lease shall be construed and enforced in accordance with the laws of the State of California.

4. Non-Discrimination. In the performance of this Lease, the parties agree to comply with state and federal non-discrimination employment laws.

5. Controller's Certification of Funds. The terms of this Lease shall be governed by and subject to the budgetary and fiscal provisions of the City and County of San Francisco's Charter. Notwithstanding anything to the contrary contained in this Lease, there shall be no obligation for the payment or expenditure of money by Lessee under this Lease unless the Controller of the City and County of San Francisco first certifies, pursuant to Section 3.105 of the City's Charter, that there is a valid appropriation from which the expenditure may be made and that unencumbered funds are available from the appropriation to pay the expenditure.

6. MacBride Principles- Northern Ireland. The City and County of San Francisco urges companies doing business in Northern Ireland to move toward resolving employment inequities and encourages them to abide by the MacBride Principles as expressed in San Francisco Administrative Code Section 12F.1 et. seq. The City and County of San Francisco also urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

7. Tropical Hardwood and Virginia Redwood Ban. Lessee urges companies not to import, purchase, obtain or use for any purpose any tropical hardwood, tropical hardwood product, virgin redwood or virgin redwood wood products.

8. Bicycle Parking Facilities. Article 1.5, Section 155.3, of the San Francisco Planning Code (the Planning Code) requires the provision of bicycle parking at City-leased buildings at no cost to State. During the Term, City shall have the right to install and maintain, at its sole cost, bicycle parking at the Lease Area; provided any improvements to the Lease Area will be subject to State's consent as set forth in the Lease. This Lease is not for a City-leased building.

Certificate Of Completion

Envelope Id: 16CF10FE-59B2-4AE8-AF48-806AC8D7A0A8

Status: Completed

Subject: Complete with Docusign: L-3116 Candlestick Point Ground Sublease with Exhibits - Document for ...

Source Envelope:

Document Pages: 48

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

Karen Bearson

AutoNav: Enabled

715 P Street

Envelopeld Stamping: Enabled

Sacramento, CA 95814

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Karen.Bearson@parks.ca.gov

IP Address: 67.181.186.210

Record Tracking

Status: Original

Holder: Karen Bearson

Location: DocuSign

5/30/2025 1:45:49 PM

Karen.Bearson@parks.ca.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: California State Department of Parks and Recreation

Location: Docusign

Signer Events

Karen Bearson

karen.bearson@parks.ca.gov

Associate Land Agent

Security Level: Email, Account Authentication (None)

Signature

DocuSigned by:

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Signature Adoption: Pre-selected Style

Using IP Address: 67.181.186.210

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Signed: 5/30/2025 1:58:51 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Brian Dewey

Brian.Dewey@parks.ca.gov

Assistant Deputy Director

State Parks

Security Level: Email, Account Authentication (None)

DocuSigned by:

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Signature Adoption: Pre-selected Style

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Signed: 5/30/2025 3:00:28 PM

Electronic Record and Signature Disclosure:

Not Offered via Docusign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Trevor Johnson

Trevor.Johnson@dgs.ca.gov

Security Level: Email, Account Authentication (None)

COPIED

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Electronic Record and Signature Disclosure:

Not Offered via Docusign

Carbon Copy Events	Status	Timestamp
Rick Haycock Rick.Haycock@dgs.ca.gov Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2025 3:00:30 PM
Dylan Schneider dylan.schneider@sfgov.org HOM Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2025 3:00:31 PM Viewed: 5/30/2025 3:01:32 PM
Joanne Park joanne.park@sfgov.org City and County of San Francisco Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2025 3:00:31 PM
Darla Guenzler Darla.Guenzler@parks.ca.gov Chief, Acq & Real Property Services (CEA) 2/12/2025 Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2025 3:00:32 PM
Bahadur Mann Bahadur.Mann@parks.ca.gov Supervising Right of Way Agent Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 5/30/2025 3:00:33 PM

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Completed	Security Checked	5/30/2025 3:00:33 PM

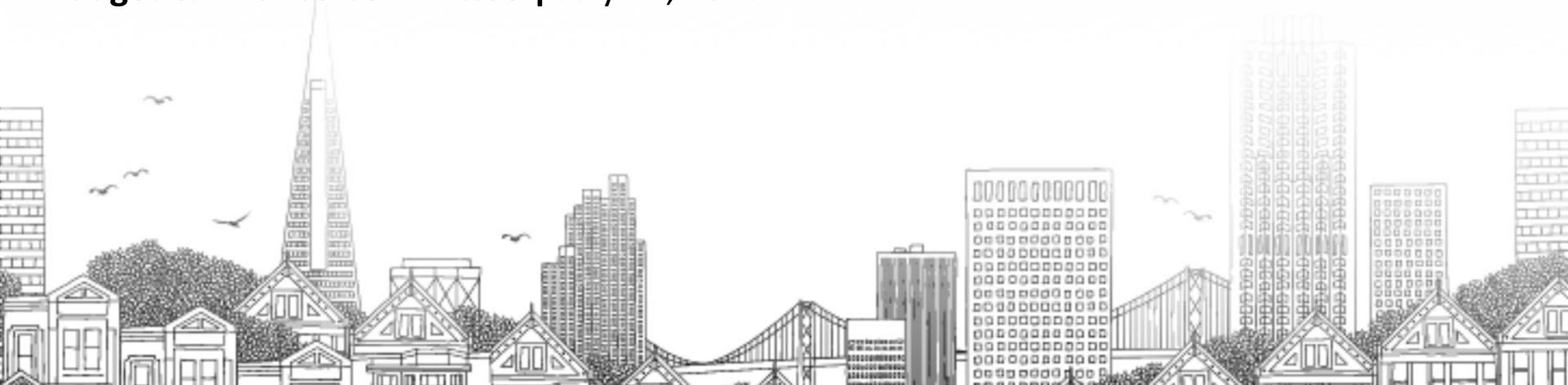
Payment Events	Status	Timestamps
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DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

New Sublease: Bayview Vehicle Triage Center

Budget & Finance Committee | July 16, 2025



Resolution

- **Resolution:** Retroactively authorizes and approves the Director of Property to enter into a **new sublease** agreement for the 312,000 sq ft parcel owned by the California State Lands Commission and leased to the California Department of Parks and Recreation for a term of one year and four months.
- **Term:**
 - Current Term: January 2024 – January 2026
 - New Term: **January 2024 – April 2025**
- **Amount:** Annual base rent of **\$312,000**



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Questions?

Thank you.



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING

Appendix Slides

Bayview Vehicle Triage Center

- HSH opted to **winddown** the Bayview Vehicle Triage Center because the program did not meet expectations.
- The program closed in **April 2025**.
- The new sublease will enable the City to close final payments to the California Department of Parks and Recreation, the sublandlord.



Addressing Vehicular Homelessness

The city is proposing a **multipronged strategy** that combines best practices from around the country to address vehicular homelessness.

FY 2025-27 Total Investments include:

\$3.5 Million

- Problem solving / vehicle buy-back

\$8.1 Million

- 65 new family RRH subsidies

\$1.1 Million

- Dedicated outreach team

\$9.9 Million

- 100 new adult RRH subsidies

\$3.4 Million

- 50 new hotel vouchers for adults

Key Principals

Implement innovative and humane approaches that **reduce vehicular homelessness** by addressing the immediate safety and stability needs as well as **creating pathways to permanent housing** for people living in vehicles, who represent our most vulnerable residents.

Restore public spaces, **public safety, public health and neighborhood livability** by effectively enforcing and managing oversized vehicle parking **without criminalizing poverty**.

Maximize efficiency through data-driven approaches and **coordinated interdepartmental efforts** across agencies responsible for homelessness, transportation, public safety, public health, financial empowerment and public works.



GENERAL PLAN REFERRAL

September 6, 2023

Case No.: 2023-008134GPR
Location: Candlestick Point State Recreation Area
Block/Lot No.: within 4886/009
Project Sponsor: California State Lands Commission
Applicant: Joanne Park
City and County of San Francisco Department of Homelessness and Supportive Housing
joanne.park@sfgov.org
440 Turk Street
San Francisco, CA 94102
Staff Contact: Amnon Ben-Pazi – (628) 652-7428
Amnon.Ben-Pazi@sfgov.org

Recommended By: 
Joshua Switzky, Acting Director of Citywide Policy for
Rich Hillis, Director of Planning

Recommendation: Finding the project, on balance, is **in conformity** with the General Plan

Project Description

The Project is the City and County of San Francisco's sublease of a portion of the Candlestick Point State Park Recreation Area that is owned by the State Lands Commission and leased by the State of California Department of Parks and Recreation. The City and County is proposing use of California State Parks Land to continue to operate the Vehicle Triage Center ("VTC") and provide people living in their vehicles with a safe space to park vehicles and access services, including toilets, showers, food, and basic wrap-around services.

HSH will continue to have a Community Based Organization ("CBO") manage the site, with 24X7 staff, including service practitioners familiar with issues regarding vehicle residency who can refer guests to services if needed, along with janitorial service, and security. The City provides food delivery and hygiene services. The City is in the process of repairing SFPUC water and sewer lines for shower and toilet trailers, upgrading the existing electrical infrastructure, and installing solar lighting poles. The City has developed guidelines, procedures and

policies for the site operations. These procedures include sign-in and sign-out procedures, vehicle standards with recommendations from the State Fire Department, length of stay and duration of absence policies. All guests sign participation agreements that outline these guidelines before being admitted into the site.

Environmental Review

On September 6, 2023, the planning department determined that the Bayview Vehicle Triage Center meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.

General Plan Compliance and Basis for Recommendation

As described below, the proposed Project is consistent with the Eight Priority Policies of Planning Code Section 101.1 and is, on balance, in conformity with the Objectives and Policies of the General Plan.

Note: General Plan Objectives are shown in **BOLD UPPER CASE** font; Policies and Actions are in **Bold** font; staff comments are in *italic* font.

HOUSING ELEMENT

OBJECTIVE 1.C

ELIMINATE HOMELESSNESS.

Policy 8

Expand permanently supportive housing and services for individuals and families experiencing homelessness as a primary part of a comprehensive strategy to eliminate homelessness.

Action 3.3.1

Expand the capacity of temporary shelter models that are low barrier and that incorporate housing-focused case management, such as non-congregate shelter options and Navigation Centers. Per HSH's forthcoming strategic plan, aim to increase temporary shelter investments, along with Permanent Supportive Housing and homelessness prevention investments to improve the rate of successful exits from homelessness to stable housing.

Action 3.3.6

Offer safe places to park for unhoused people living in their vehicles and access to financial assistance to help address their barriers to housing.

The Project would enable the continued operation of the VTC, an existing facility which provides unhoused people living in their vehicles with a safe place to park and access to services including toilets, showers, food, and basic wrap-around services. The VTC is a low-barrier, non-congregate shelter offering supportive services.

Planning Code Section 101 Findings

Planning Code Section 101.1 establishes Eight Priority Policies and requires review of discretionary approvals and permits for consistency with said policies. The Project is found to be consistent with the Eight Priority Policies as set forth in Planning Code Section 101.1 for the following reasons:

1. That existing neighborhood-serving retail uses be preserved and enhanced and future opportunities for resident employment in and ownership of such businesses enhanced;

The Project would not impact existing and future neighborhood-serving retail uses.

2. That existing housing and neighborhood character be conserved and protected in order to preserve the cultural and economic diversity of our neighborhoods;

The Project would not impact existing housing. The Project would enable the continued operation of the VTC, which enables unhoused San Francisco residents to continue living in the City thus preserving the City's cultural and economic diversity.

3. That the City's supply of affordable housing be preserved and enhanced;

The Project would enable the continued operation of the VTC, which provides unhoused San Francisco residents with shelter and services.

4. That commuter traffic not impede MUNI transit service or overburden our streets or neighborhood parking;

The Project would not increase commuter traffic and would not impede MUNI transit service or overburden City streets or neighborhood parking.

5. That a diverse economic base be maintained by protecting our industrial and service sectors from displacement due to commercial office development, and that future opportunities for resident employment and ownership in these sectors be enhanced;

The Project would have no impact on the City's industrial and service sectors.

6. That the City achieve the greatest possible preparedness to protect against injury and loss of life in an earthquake;

The Project would enable the continued operation of an existing facility which was constructed in compliance with all relevant regulations. It would not have an adverse effect on City's preparedness against injury and loss of life in an earthquake.

7. That the landmarks and historic buildings be preserved;

The Project would have no impact on the City's Landmarks and historic buildings.

8. That our parks and open space and their access to sunlight and vistas be protected from development;

The Project would enable the continued operation of the VTC, which is located in the northernmost parking lot of the Candlestick Point State Recreation Area (SRA). This parking lot is situated approximately ¼ mile north of the main gate of the SRA and is accessed from outside the SRA. The SRA includes several parking lots accessed from the main gate which continue to be available to SRA patrons. The VTC is located back from the shoreline which remains accessible to SRA patrons. Continued operation of the VTC would not negatively impact the City's parks and open space and their access to sunlight and vistas.

Recommendation: Finding the Project, on balance, is in conformity with the General Plan



MEMO

TO: Ronald Alameida, San Francisco Public Works

FROM: Don Lewis, Senior Environmental Planner

DATE: September 6, 2023

PROJECT: Bayview Vehicle Triage Center

SUBJECT: Planning Department / Environmental Review Officer Concurrence
California Environmental Quality Act (CEQA) Exemption per AB 101

This memorandum is in response to a memorandum from San Francisco Public Works dated August 30, 2023 requesting Planning Department confirmation that no environmental review is required for the proposed Bayview Vehicle Triage Center at Candlestick Point State Recreation Area at 500 Hunters Point Expressway. The memo will confirm that the proposed Bayview Vehicle Triage Center is not subject to the California Environmental Quality Act (CEQA) pursuant to California law set forth in Assembly Bill 101, California Government Code Sections 65660 – 65668 (AB 101).

AB 101 provides that a low barrier navigation center that meets certain criteria and is located in a mixed-use zoning district or a non-residential zone that permits multifamily uses is a use by right and is not subject to CEQA (Government Code Section 65660(b)). A “use by right” is defined in Government Code Section 65583.2(i) to mean that the local government’s review of the use may not require a conditional use permit, planned unit development permit, or other discretionary local government review or approval that would constitute a “project” for purposes of CEQA.

The zoning designation for this site is Public (P). This zoning district could be classified as a “non-residential zone” because most of the allowed uses are non-residential. Further, the P zoning can be classified as permitting “multifamily uses” because homeless shelters serve multifamily populations. A homeless shelter that is owned, operated, or leased by the City and County of San Francisco is a principally permitted use in the P District on a permanent basis pursuant to Planning Code Section 211.1(b). Therefore, the Bayview Triage Center would be considered a principally permitted use in the P zoning district.

The memorandum dated August 30, 2023 from Public Works explained how the proposed Vehicle Triage Center complies with the criteria set forth in AB 101. While this proposed Vehicle Triage Center is a little different from other navigation centers currently operating in the City, the proposal meets the definition of a low barrier navigation center set forth in Government Code Section 65660(a) and meets the criteria set forth in Government Code Section 65662. Accordingly, the Bayview Vehicle Triage Center is not subject to CEQA.



To: Honorable Members of the San Francisco Board of Supervisors

From: San Francisco Department of Homelessness and Supportive Housing

Date: June 2, 2025

Subject: Retroactive Sublease Agreement – Candlestick Point State Recreation Area – Vehicle Triage Center

This Resolution seeks retroactive authorization and approval for the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (“HSH”), to negotiate and enter into a new sublease agreement for a portion of the Candlestick Point Recreation Area (the “Property”) for continued use as a Vehicle Triage Center with the California Department of Parks and Recreation (“State Parks” as a Sublandlord for HSH.

Following approval of the original sublease in October 2023, State Parks requested additional amendments to the approved form of sublease which are needed for the City to close out final payments for use of the Property.

The Director of Property, on behalf of HSH and in consultation with the Office of the City Attorney has negotiated a new sublease that reflects appropriate signatories, cash rent in place of in-kind rent retroactive from the retroactive commencement date of January 13, 2024, with an expiration date of April 11, 2025, in addition to other agreed upon revisions (the “New Sublease”).

A request for retroactive approval is being sought because the effective date of the New Sublease is January 13, 2024. The additional amendments requested by State Parks resulted in additional review and further negotiations while the City’s tenancy remained in holdover. Board of Supervisors authorization and approval of the New Sublease is needed for the city to close out final payments for the use of the Property as the Bayview Vehicle Triage Center through April 11, 2025.

If you have questions about the retroactive request for approval, please contact Dylan Rose Schneider, HSH Manager of Legislative Affairs, at dylan.schneider@sfgov.org.

City & County of San Francisco
Daniel Lurie, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Andrico Q. Penick, Director of Real Estate

May 30, 2025

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

RE: Retroactive Sublease Agreement – Candlestick Point State Recreation Area – Vehicle Triage Center

Dear Honorable Board Members:

Attached for your consideration is a Resolution retroactively authorizing and approving the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (“HSH”), to negotiate and enter into a new sublease agreement for a portion (312,000 square feet) of Candlestick Point Recreation Area (“the Property”) for continued use as a Vehicle Triage Center with the California Department of Parks and Recreation (“State Parks”) as a Sublandlord for HSH.

Following approval of the original sublease in October 2023, State Parks requested additional amendments to the approved form of sublease which are needed for the City to close out final payments for use of the Property. The Director of Property, on behalf of HSH and in consultation with the Office of the City Attorney has negotiated a new sublease that reflects appropriate signatories, cash rent in place of in-kind rent retroactive from the retroactive commencement date of January 13, 2024, with an expiration date of April 11, 2025, in addition to other agreed upon revisions (the “New Sublease”).

HSH closed the Bayview Vehicle Triage Center in April 2025, as the program did not meet expectations and the City is moving in a different direction to address vehicular homelessness.

Both the Executive Director of HSH and I recommend approval of the proposed Resolution. If you have questions regarding the New Sublease, please contact me at 415.554.9850 or Andrico.penick@sfgov.org. If you have questions regarding the use of the property by HSH, please contact Dylan Schneider at 628.652.7742 or dylan.schneider@sfgov.org.

Respectfully,

DocuSigned by:
A handwritten signature in black ink that reads "Andrico Q. Penick".
Andrico Penick
Director of Property



DEPARTMENT OF
HOMELESSNESS AND
SUPPORTIVE HOUSING



Shireen McSpadden, Executive Director

Daniel Lurie, Mayor

June 2, 2025

Honorable Board of Supervisors
Board of Supervisors
City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689

RE: Retroactive Sublease Agreement – Candlestick Point State Recreation Area – Vehicle Triage Center

Dear Honorable Board Members:

The Department of Homelessness and Supportive Housing (“HSH”) proposes the retroactive authorization for the Director of Property, on behalf of HSH, to negotiate and enter into a new sublease agreement for 312,000 square feet of property owned by the California State Lands Commission and leased to the California Department of Parks and Recreation, for the City’s use as the Bayview Vehicle Triage Center (VTC) at the Candlestick Point State Recreation Area (CPSRA).

Attached, please find an executed copy of the proposed Resolution for approval by the Board of Supervisors.

The following is a list of accompanying documents:

- Word version of the proposed Resolution
- Copy of the final to form New Sublease
- Copy of the 2023 General Plan Referral
- Copy of the 2023 CEQA Determination

For concerns regarding this matter, please contact:

Dylan Schneider
Manager of Legislative Affairs
(628) 652-7742
Dylan.Schneider@sfgov.org

Sincerely,

DocuSigned by:


Shireen McSpadden

Executive Director, Department of Homelessness and Supportive Housing