

REVOCABLE PERMIT TO ENTER AND USE PROPERTY

by and between

CITY AND COUNTY OF SAN FRANCISCO

and

Mission Neighborhood Centers, Inc.  
Permittee

to enter and use property located at  
850 Bryant Street, Room 106  
San Francisco, California

January 18, 2024

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**CITY AND COUNTY OF SAN FRANCISCO  
REVOCABLE PERMIT  
TO ENTER AND USE PROPERTY  
(850 Bryant Street, San Francisco)**

THIS REVOCABLE PERMIT TO ENTER AND USE PROPERTY (this “**Permit**”), dated for reference purposes only as of January 18, 2024, is made by and between the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation (“**City**”) and Mission Neighborhood Centers, Inc., a California nonprofit public benefit corporation (“**Permittee**”).

City and Permittee agree as follows:

**1. LICENSE**

City grants to Permittee a revocable, personal, unassignable, non-exclusive, and non-possessory privilege to enter on and use a portion of that certain real property owned by City located at 850 Bryant Street (Assessor’s Parcel Number Block 3759, Lot 042) in the City and County of San Francisco, commonly known as the “Hall of Justice,” (“**Building**”) more particularly designated Room 106 of the Building shown in Exhibit A attached to this Permit (the “**Permit Area**”), for the limited purpose and subject to the terms, conditions and restrictions set forth below. This Permit gives Permittee a license only, revocable at any time at the will of City and nothing in this Permit constitutes a grant by City of any ownership, leasehold, easement, or other property interest or estate whatsoever in the Permit Area, or any portion of it. The privilege given to Permittee under this Permit is effective only to the extent of City’s rights in the Permit Area, and Permittee will obtain any further permission necessary because of any other existing rights affecting the Permit Area.

**2. USE OF PERMIT AREA**

**2.1 Scope of Permitted Use**

Permittee has entered into contract with the California Superior Court of San Francisco to operate a children’s waiting room at the Hall of Justice.

Permittee may enter and use the Permit Area for the term hereof, as may be extended from time to time, for the sole purpose of providing free drop-in childcare for the clients of the California Superior Court (“**Court**”) during the Court’s operating hours (Monday through Friday, 8:30 a.m. to 5:00 p.m., excluding City holidays), and for no other purpose whatsoever. The City observed holidays are listed on Exhibit B, attached hereto. Permittee shall consult with the Court as to the Court’s observed holidays which may differ from the City.

**3. INSTALLATION OF FACILITIES**

Permittee may install certain alterations and improvements on the Permit Area upon the prior written approval by the City under this Permit (the “**Improvements**”) on the Permit Area and the satisfaction of the following conditions, which are for the sole benefit of City:

**3.1 Approval of Plans and Specifications**

Permittee will install the Improvements in accordance with plans and specifications approved in advance and in writing by City.

### 3.2 Permits and Approvals

Before beginning any work to install the Improvements ("**Improvement Work**"), Permittee must obtain all permits, licenses, and approvals of any regulatory agencies required to commence and complete the Improvements (collectively, "**Approvals**"). Promptly after receipt of the Approvals, Permittee will deliver copies of them to City. Permittee acknowledges that no approval by City under this Permit for purposes of the Improvements will be deemed to constitute the approval of any federal, state, or local regulatory authority with jurisdiction required for the Improvements, and nothing in this Permit will limit Permittee's obligation to obtain all Approvals, at Permittee's sole cost.

### 3.3 Prevailing Wages and Working Conditions

(a) Any undefined, initially-capitalized term used in this Section has the meaning given to that term in San Francisco Administrative Code Section 23.61. Permittee will require its contractors and subcontractors performing (i) labor in connection with a "public work" as defined under California Labor Code Section 1720 *et seq.* (which includes certain construction, alteration, maintenance, demolition, installation, repair, carpet laying, or refuse hauling work if paid for in whole or part out of public funds) or (ii) Covered Construction, at the Permit Area to (1) pay workers performing such work not less than the highest prevailing rate of wages, (2) provide the same hours, working conditions and benefits as in each case are provided for similar work performed in San Francisco County, and (3) employ apprentices in accordance with San Francisco Administrative Code Section 23.61 (collectively, "**Prevailing Wage Requirements**"). Permittee will cooperate with the City in any action or proceeding against a contractor or subcontractor that fails to comply with the Prevailing Wage Requirements. For current Prevailing Wage rates, see [www.sfgov.org/olse/prevailingwages](http://www.sfgov.org/olse/prevailingwages) or call the City's Office of Labor Standard Enforcement at 415-554-6235.

(b) Permittee will include and will require its contractors and subcontractors (regardless of tier) to include, the Prevailing Wage Requirements and the agreement to cooperate in City enforcement actions in any Construction Contract with specific reference to San Francisco Administrative Code Section 23.61. Each such Construction Contract must name the City and County of San Francisco, affected workers, and employee organizations formally representing affected workers as third-party beneficiaries for the limited purpose of enforcing the Prevailing Wage Requirements, including the right to file charges and seek penalties against any contractor or subcontractor in accordance with San Francisco Administrative Code Section 23.61. Permittee's failure to comply with its obligations under this Section will constitute a material breach of this Permit. A contractor's or subcontractor's failure to comply with this Section will enable the City to seek the remedies specified in San Francisco Administrative Code Section 23.61 against the breaching party.

(c) Permittee will also pay, and will require its contractors and subcontractors (regardless of tier) to pay, the Prevailing Rate of Wage for the following activities on the Permit Area as set forth in and to the extent required by San Francisco Administrative Code Chapter 21C: a Public Off-Street Parking Lot, Garage or Automobile Storage Facility (as defined in Section 21C.3), a Show (as defined in Section 21C.4), a Special Event (as defined in Section 21C.8), Broadcast Services (as defined in Section 21C.9), Commercial Vehicles, Loading and Unloading for Shows and Special Events (as defined in Section 21C.10), and Security Guard Services for Events (as defined in Section 21C.11).

### **3.4 RESERVED**

### **3.5 Baseline**

Permittee must document the condition of the Permit Area before the commencement of any work through the use of photographs, maps, and any other appropriate documentation to provide a pre-work baseline to monitor impacts. Permittee will consult with City to determine the appropriate documentation. Permittee will provide City with a copy of that documentation before any work begins.

### **3.6 Exercise of Due Care**

Permittee will use, and will cause its Agents (as defined in Section 20 below) to use, due care at all times to avoid any damage or harm to City's property. Permittee will do everything reasonably within its power, both independently and on request by City, to prevent and suppress fires on and adjacent to the Permit Area attributable to Permittee's actions or inactions.

### **3.7 Cooperation with City Personnel**

Permittee and its Agents will work closely with City personnel to avoid disruption (even if temporary) of City property in, under, on, or about the Permit Area and City uses of the Permit Area. Construction sites must be screened with temporary fencing where possible to reduce visual impact.

### **3.8 Work Schedule**

At least fifteen (15) days before commencing any work on the Permit Area Permittee will notify Elsa Lamb, HOJ Facilities Manager via email at [elsa.lamb@sfgov.org](mailto:elsa.lamb@sfgov.org) of the date such work will commence and the intended schedule.

### **3.9 Restoration of Permit Area**

Immediately following completion of any work on the Permit Area, Permittee will remove all debris and any excess dirt and restore the Permit Area to its condition immediately before Permittee's use, to the satisfaction of City.

### **3.10 Responsibility for Maintenance and Repairs of Facilities**

Permittee will be solely responsible for maintaining all facilities placed in or on the Permit Area in good and safe condition, and City will have no duty whatsoever for any maintenance of the Permit Area or any facilities in the Permit Area.

Permittee shall be responsible for all improvements, maintenance, repairs, and operating expenses associated with the Permit Area.

### **3.11 Revocability**

Permittee acknowledges that the installation of any facilities in the Permit Area will not in any way limit City's right to revoke this Permit or limit any of City's other rights under this Permit or at law or in equity.

#### 4. RESTRICTIONS ON USE

Permittee acknowledges that the following uses of the Permit Area by Permittee or any other person claiming by or through Permittee are inconsistent with the limited purpose of this Permit and are strictly prohibited. The uses listed below are not exclusive and this Section does not limit the City's authority to specify additional restrictions on the use of the Permit Area, in City's sole discretion.

##### 4.1 Improvements

Except as otherwise expressly provided in this Permit, Permittee may not construct or place any temporary or permanent structures or improvements on the Permit Area, and Permittee will not alter any existing structures or improvements on the Permit Area.

##### 4.2 Dumping

Permittee may not dump or dispose of refuse or other unsightly materials on, in, under, or about the Permit Area.

##### 4.3 Hazardous Material

Permittee will not cause, and Permittee will not allow any of its Agents or Invitees (as defined in Section 20 below) to cause, any Hazardous Material (as defined below) to be brought on, kept, used, stored, generated, or disposed of in, on, or about the Permit Area, or transported to or from the Permit Area. Permittee will immediately notify City when Permittee learns of or has reason to believe that a release of Hazardous Material has occurred in, on, or about the Permit Area. Permittee will comply with all laws requiring notice of releases or threatened releases to governmental agencies, and will take all action necessary to mitigate the release or minimize the spread of contamination. If Permittee or its Agents or Invitees cause a release of Hazardous Material, Permittee will, without cost to City and in accordance with all laws and regulations, restore the Permit Area to the condition immediately before the release. In connection with the release and restoration of the Permit Area, Permittee will give City a full opportunity to participate in any discussion with governmental agencies regarding any settlement agreement, cleanup or abatement agreement, consent decree, or other compromise proceeding involving Hazardous Material. "**Hazardous Material**" means material that, because of its quantity, concentration, or physical or chemical characteristics, is at any time deemed by any federal, state, or local governmental authority to pose a present or potential hazard to public health, welfare, or the environment. Hazardous Material includes, without limitation, any material or substance defined as a "hazardous substance, pollutant or contaminant" under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601 et seq., or under California Health & Safety Code Section 25316; a "hazardous waste" listed under California Health & Safety Code Section 25140; any asbestos and asbestos containing materials whether or not those materials are part of the Permit Area or are naturally occurring substances in the Permit Area, and any petroleum, including, without limitation, crude oil or any fraction thereof, natural gas or natural gas liquids. The term "**release**" or "**threatened release**" when used with respect to Hazardous Material includes any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under, or about the Permit Area.



#### **4.4 Nuisances**

Permittee will not conduct any activities on or about the Permit Area that constitute waste, nuisance, or unreasonable annoyance (including, without limitation, emission of objectionable odors, noises, or lights) to City, to the owners or occupants of neighboring property or to the public.

#### **4.5 Damage**

Permittee will not do anything in, on, under or about the Permit Area that will cause damage to any of City's property.

#### **5. RESERVED**

#### **6. PERMIT FEES**

Permittee will pay to City a one-time non-refundable permit fee of \$1,200.00 to cover City's processing, inspection, and other administrative costs. The fee is payable at the same time Permittee signs and delivers this Permit to City. Payment must be made in cash or by good check payable to the City and County of San Francisco and delivered to City's Director of Property at the primary address for notices to City specified below, or any other place that City may designate in writing. In addition, throughout the term of this Permit beginning on the date on which the term of this Permit commences, Permittee will pay to City an annual fee in the amount of \$1.00 for Permittee's use of the Permit Area. Permittee will pay the annual fee to City in advance, without prior demand and without any deduction, setoff or counterclaim whatsoever, on or before the first day of the term of this Permit and on or before the first day of each following month. Without limiting its right to revoke this Permit or any of its other rights, City may increase the monthly use fee at any time and from time to time on not less than thirty (30) days' written notice to Permittee.

Permittee acknowledges that its late payment to City of any monthly fee or other sums due from Permittee under this Permit under will cause City to incur costs not contemplated by this Permit, the exact amount of which will be extremely difficult to ascertain. Those costs include, but are not limited to, processing and accounting charges. Accordingly, if any permit fee or any other sum due from Permittee, is not received by City within fifteen (15) days after it is due, then Permittee must pay to City a late charge of One Hundred Fifty Dollars (\$150). The parties agree that the late charge represents a fair and reasonable estimate of the costs City will incur because of Permittee's late payment. City's acceptance of a late charge by City neither constitutes a waiver of Permittee's default regarding the overdue amount, nor prevents City from exercising any of the other rights and remedies.

#### **7. TERM OF PERMIT; REVOCABILITY**

The privilege given to Permittee under this Permit is temporary only and will commence upon execution by the Director of Property and will expire at 5:00 p.m. sixty (60) months after execution by the Director of Property, unless sooner terminated by Permittee by providing 120 days written notice to City. Without limiting any of its rights under this Permit, City may at its sole option freely revoke this Permit at any time before the expiration date, without cause and

without any obligation to refund any part of any fee or other charge paid under this Permit or pay any consideration to Permittee.

If Permittee continues to operate in the Permit Area after the expiration of this Permit with the express consent of City, then Permittee's use will be construed to automatically extend the term of this Permit on a month-to-month basis on the terms and conditions of this Permit, as applicable (for example, except for those pertaining to the term). Any continued use of the Permit Area after the expiration or termination of this Permit without the City's consent will be at a monthly permit fee equal to One-Hundred Dollars (\$100.00) per month, and will constitute a default by Permittee and entitle City to exercise any or all of its remedies as provided in this Permit and at law, even if City elects to accept one or more payments of the monthly permit fee.

## **8. INSURANCE**

**(a)** Permittee will procure and keep in effect at all times during the term of this Permit, at Permittee's expense, and cause its contractors and subcontractors to maintain at all times during any work or construction activities on the Permit Area insurance as follows:

**(i)** Commercial General Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for Contractual Liability, Personal Injury, Independent Permittees and Contractors, Personal Injury, Permit Area and Operations Liability, Explosion, Collapse and Underground (XCU), Broad Form Property Damage, Products Liability and Completed Operations. The policy shall include abuse and molestation coverage. As well the policy shall provide for fire legal liability in which the insurer will pay those sums that the named insured becomes legally obligated to pay as damages because of direct physical loss to covered property caused by accident and arising out of any covered cause of loss.;

**(ii)** Business Automobile Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired automobiles, as applicable if Permittee uses or causes to be used any automobiles in connection with its use of the Permit Area; and

**(iii)** Workers' Compensation Insurance with Employer's Liability Coverage with limits of not less than One Million Dollars (\$1,000,000) each accident, injury, or illness. The Workers' Compensation policy shall be endorsed with a Waiver of Subrogation in favor of the City for all work performed by the Permittee, its employees, agents and any subcontractors.

**(iv)** Property Insurance coverage, on an all-risk form, or an equivalent form acceptable to City, for one hundred percent (100%) of the full replacement value of the furniture, trade fixtures, office equipment and other personal property in the Permit Area and any permitted alterations, with the amount of any deductible to be subject to City's approval, which shall not be unreasonably withheld. Such insurance shall include City as insured as their respective interests may appear.

**(b)** All liability policies must provide for the following: (i) name as additional insureds the City and County of San Francisco, its officers, agents, and employees; and

(ii) specify that the policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Permit and that insurance applies separately to each insured against whom claim is made or suit is brought. The policies must also provide for severability of interests and that an act or omission of one of the named insureds that would void or otherwise reduce coverage will not reduce or void the coverage as to any insured, and will afford coverage for all claims based on acts, omissions, injury, or damage that occurred or arose (or the onset of which occurred or arose) in whole or in part during the policy period. Sudden and accidental pollution coverage in the liability policies required by this Permit will be limited to losses resulting from Permittee's activities (and Permittee's Agents and Invitees) under this Permit (excluding non-negligent aggravation of existing conditions with respect to Hazardous Materials).

(c) All insurance policies Permittee is required to maintain must provide for thirty (30) days' prior written notice of cancellation for any reason, non-renewal, or reduction in coverage to both Permittee and City. Notice to City will be mailed to the address(es) for City set forth in Section 42 below.

(d) Before the commencement date of this Permit, Permittee will deliver to City certificates of insurance and additional insured policy endorsements from insurers in a form satisfactory to City, evidencing the coverages required, together with complete copies of the policies at City's request. If Permittee fails to procure the required insurance, or to deliver the policies or certificates, then City may procure the required insurance for the account of Permittee, and Permittee will pay the cost of those policies will to City within five (5) days after delivery an invoice.

(e) If any of the required insurance is provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in the general annual aggregate limit, then the general aggregate limit must be double the occurrence or claims limits specified above.

(f) If any of the required insurance is provided under a claims made form, then Permittee will maintain that coverage continuously throughout the term of this Permit and, without lapse, for a period of three (3) years beyond the Permit expiration or termination, to the effect that, if any occurrences during the Permit term give rise to claims made after expiration or termination of the Permit, then those claims will be covered by the claims-made policies.

(g) Permittee will also ensure that any janitorial service retained by Permittee to clean the Permit Area will provide all necessary insurance including Commercial General Liability Insurance and Workers' Compensation Insurance with a Waiver of Subrogation in favor of the City and will name the City and County of San Francisco and its officers, agents and employees as additional insureds, as their respective interests may appear hereunder.

(h) On City's request, Permittee and City will periodically review the limits and types of insurance carried under this Section. If the general commercial practice in the City and County of San Francisco is to carry liability insurance in an amount or coverage materially greater than the amount or coverage then being carried by Permittee for risks comparable to those associated with the Permit Area, then City in its sole discretion may require Permittee to increase the amounts or coverage carried by Permittee to conform to the general commercial practice.

(i) Permittee's compliance with the provisions of this Section will in no way relieve or decrease Permittee's indemnification obligations under this Permit or any of Permittee's other obligations under this Permit. Notwithstanding anything to the contrary in this Permit, this Permit will terminate immediately, without notice to Permittee, on the lapse of any required insurance coverage. Permittee will be responsible, at its expense, for separately insuring Permittee's personal property.

**9. RESERVED**

**10. COMPLIANCE WITH LAWS**

Permittee will, at its expense, conduct and cause to be conducted all activities on the Permit Area in a safe and prudent manner and in compliance with all laws, regulations, codes, ordinances, and orders of any governmental or other regulatory entity (including, without limitation, the Americans with Disabilities Act and any other disability access laws), whether presently in effect or subsequently adopted and whether or not in the contemplation of the parties. Permittee shall be registered with the California Attorney General's Registry of Charitable Trust upon execution of this Permit and shall maintain such registration at all times during the term of this Permit, as may be extended under the terms hereof. Permittee will, at its sole expense, procure and maintain in force at all times during its use of the Permit Area any and all business and other licenses or approvals necessary to conduct the activities allowed under this Permit. Permittee understands and agrees that City is entering into this Permit in its capacity as a property owner with a proprietary interest in the Permit Area and not as a regulatory agency with police powers. Nothing in this Permit will limit in any way Permittee's obligation to obtain any required regulatory approvals from City departments, boards, or commissions or other governmental regulatory authorities or limit in any way City's exercise of its police powers.

**11. COVENANT TO MAINTAIN PERMIT AREA**

In connection with its use of the Permit Area, Permittee will at all times, at its sole cost, maintain the Permit Area in a good, clean, safe, secure, sanitary, and sightly condition. Permittee shall adhere to the Rules and Regulations of the Permit Area and Building more particularly described in Exhibit C attached to this Permit.

**12. REMOVAL OF IMPROVEMENTS**

Without limiting any of City's other rights under this Permit or otherwise, Permittee will promptly, at City's request, alter or remove at no cost to City all improvements or other property installed or placed in, on, under, or about the Permit Area by or for Permittee, as may be necessary to avoid any actual or potential interference with any public utilities now or later installed in, on, under, or about the Permit Area, with the maintenance or repair the Permit Area or those utilities, or otherwise with any public trust uses or any other municipal operations or uses by City. In the event of an emergency City may, at its sole option and without notice, alter, remove, or protect at Permittee's sole expense, any and all facilities, improvements, plantings, or other property installed or placed in, on, under, or about the Permit Area by Permittee.

### **13. SURRENDER**

On the expiration of this Permit or within ten (10) days after any other termination of this Permit, Permittee will surrender the Permit Area in the same condition as received, and broom clean, free from hazards, and clear of all debris, and Permittee will remove all of its property from the Permit Area and any signs or any other improvements permitted under this Permit, and will repair, at no cost to City, any damage to the Permit Area caused by that removal. Permittee's obligations under this Section will survive any termination of this Permit.

### **14. WAIVER OF CLAIMS; WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES**

(a) Neither City nor any of its Agents, or their employees, will be liable for any damage to the property of Permittee, its Agents or Invitees, or their employees, or for any bodily injury or death to any persons, resulting or arising from the condition of the Permit Area or its use by Permittee.

(b) Permittee acknowledges that this Permit is freely revocable by City and in view of that fact, Permittee expressly assumes the risk of making any expenditures in connection with this Permit, even if the expenditures are substantial. Without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES, AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, if City exercises its right to revoke or terminate this Permit.

(c) Permittee acknowledges that it will not be a displaced person at the time this Permit is terminated or revoked or expires by its own terms, and Permittee fully RELEASES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, City, its Agents, and all persons acting by, through or under each of them, under any present or future laws, statutes, or regulations, including, without limitation, any and all claims for relocation benefits or assistance from City under federal and state relocation assistance laws.

Permittee expressly acknowledges and agrees that the fees payable under this Permit do not take into account any potential liability of City for any consequential, special, or incidental damages including, but not limited to, lost profits and wages arising out of disruption to the facilities or Permittee's uses under this Permit. City would not be willing to give this Permit in the absence of a complete waiver of liability for consequential, special, and incidental damages due to the acts or omissions of City or its Agents, and Permittee expressly assumes all risk with respect thereto. Accordingly, without limiting any indemnification obligations of Permittee or other waivers contained in this Permit and as a material part of the consideration for this Permit, Permittee fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential, special, and incidental damages (including, without limitation, lost profits and wages ), and covenants not to sue for such damages, City, its Agents, and all persons acting by, through or under each of them, arising out of this Permit or the uses authorized under this Permit, including, without limitation, any

interference with uses conducted by Permittee under this Permit, regardless of the cause, and whether or not due to the negligence or gross negligence of City or its Agents.

(d) In connection with the foregoing releases, Permittee acknowledges that it is familiar with Section 1542 of the California Civil Code, which reads:

**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**

Permittee acknowledges that the releases contained in this Permit includes all known and unknown, disclosed and undisclosed, and anticipated and unanticipated claims. Permittee acknowledges that it has agreed to this Permit with full knowledge of this waiver and the effect of this waiver, and, being fully aware of the consequences, Permittee intends to waive the benefit of Civil Code Section 1542, or any statute or other similar law now or later in effect. The releases contained in this Permit will survive any termination of this Permit.

#### **15. REPAIR OF DAMAGE**

If any portion of the Permit Area or any property of City located on or about the Permit Area is damaged by Permittee, its Agents or Invitees or as a result of any activities conducted by Permittee, its Agents or Invitees, Permittee will immediately, at no cost to City repair any and all the damage and restore the Permit Area or property to its previous condition.

#### **16. SIGNS**

Permittee will not place, erect, or maintain any sign, advertisement, banner, or similar object on or about the Permit Area, except for any temporary sign that is necessary for Permittee's use so long as Permittee first obtains City's written consent, which City may give or withhold in its sole discretion.

#### **17. UTILITIES AND SERVICES**

City shall be responsible for furnishing and paying for water, sewer and electricity as currently available within the Permit Area. Permittee shall complete trash and recycling removal from the Permit Area to the designated trash and recycling receptacles within the Building, and City shall provide trash and recycling removal from said designated locations at no additional expense to Permittee. Permittee shall furnish, at no cost to City, all services and equipment necessary for its operation of the Permit Area, including telecommunications, janitorial services, and pest control.

Permittee acknowledges that janitorial services in the Permit Area will not be provided by City and are the responsibility of Permittee. Permittee has informed City that the Court intends to have their janitorial vendor, MEK Enterprises, provide janitorial services to the Permit Area.

## **18. CITY'S RIGHT TO CURE PERMITTEE DEFAULTS**

If Permittee fails to perform any of its obligations under this Permit, to restore the Permit Area or repair damage, or if Permittee defaults in the performance of any of its other obligations under this Permit, then City may, at its sole option, remedy the failure for Permittee's account and at Permittee's expense by providing Permittee with three (3) days' prior written or oral notice of City's intention to cure the default (except that no prior notice will be required in an emergency as determined by City). No actions taken by City will be construed as a waiver of any rights or remedies of City under this Permit or otherwise, and nothing in this Permit will imply any duty of City to do any act that Permittee is obligated to perform. Permittee will pay to City on demand, all costs, damages, expenses, or liabilities incurred by City, including, without limitation, reasonable attorneys' fees, in remedying or attempting to remedy the default. Permittee's obligations under this Section will survive the termination of this Permit.

## **19. NO COSTS TO CITY**

Permittee will bear all costs or expenses of any kind or nature in connection with its use of the Permit Area, and will keep the Permit Area free and clear of any liens or claims of lien arising out of or in any way connected with its use of the Permit Area.

## **20. INDEMNITY**

Permittee will indemnify, defend, and hold harmless City, its commissions, departments, boards, officers, agents, employees, contractors or subcontractors (collectively, "**Agents**"), and each of them, from and against all demands, claims, legal or administrative proceedings, losses, costs, penalties, fines, liens, judgments, damages, and liabilities of any kind (collectively, "**Losses**"), arising in any manner out of **(a)** any injury to or death of any person or damage to or destruction of any property occurring in, on, or about the Permit Area, or any part of it, whether the person or property of Permittee, its Agents, its invitees, guests, or business visitors (collectively, "**Invitees**"), or third persons, relating in any manner to any use or activity by Permittee; **(b)** any failure by Permittee to faithfully observe or perform any of the terms, covenants, or conditions of this Permit; **(c)** the use of the Permit Area or any activities conducted by Permittee, its Agents, or Invitees; or **(d)** any release or discharge, or threatened release or discharge, of any Hazardous Material caused or allowed by Permittee, its Agents, or Invitees, on, in, under, or about the Permit Area, any improvements on the Permit Area, or into the environment; except solely to the extent of Losses resulting directly and solely from the willful misconduct of City or City's authorized representatives. The foregoing indemnity includes, without limitation, reasonable attorneys' and consultants' fees, investigation and remediation costs, and all other reasonable costs and expenses incurred by the indemnified parties, including, without limitation, damages for decrease in the value of the Permit Area and claims for damages or decreases in the value of adjoining property. Permittee specifically acknowledges and agrees that it has an immediate and independent obligation to defend City from any claim that actually or potentially falls within this indemnity provision even if the allegation is or may be groundless, fraudulent, or false, which obligation arises at the time the claim is tendered to Permittee by City and continues at all times thereafter. Permittee's obligations under this Section will survive the expiration or other termination of this Permit.

## **21. "AS IS" CONDITION OF PERMIT AREA; DISABILITY ACCESS; DISCLAIMER OF REPRESENTATIONS**

Permittee accepts the Permit Area in its "AS IS" condition, without representation or warranty of any kind by City, its officers, agents, or employees, including, without limitation, the suitability, safety, or duration of availability of the Permit Area or any facilities on the Permit Area for Permittee's use. Without limiting the foregoing, this Permit is made subject to all applicable laws, rules, and ordinances governing the use of the Permit Area, and to any and all covenants, conditions, restrictions, easements, encumbrances, claims of title, and other title matters affecting the Permit Area, whether foreseen or unforeseen, and whether those matters are of record or would be disclosed by an accurate inspection or survey. It is Permittee's sole obligation to conduct an independent investigation of the Permit Area and all matters relating to its use of the Permit Area, including, without limitation, the suitability of the Permit Area for its uses. Permittee, at its own expense, will obtain all permissions or other approvals from any third parties with existing rights as may be necessary for Permittee to make use of the Permit Area in the manner contemplated under this Permit.

Under California Civil Code Section 1938, to the extent applicable to this Permit, Permittee is advised that the Permit Area has not undergone inspection by a Certified Access Specialist ("CASp") to determine whether it meets all applicable construction-related accessibility requirements. A CASp can inspect the Permit Area and determine if it complies with all the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the Permit Area, City may not prohibit Permittee from obtaining a CASp inspection of the Permit Area for the occupancy or potential occupancy of Permittee if requested by Permittee. City and Permittee will mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the CASp inspection fee, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the Permit Area.

## **22. NO ASSIGNMENT**

This Permit is personal to Permittee and may not be assigned, conveyed, or otherwise transferred by Permittee under any circumstances. Any attempt to assign, convey, or otherwise transfer this Permit will be null and void and cause the immediate termination of this Permit.

## **23. CESSATION OF USE**

Permittee will not terminate its activities on the Permit Area without prior written notice to City.

## **24. NO JOINT VENTURES OR PARTNERSHIP; NO AUTHORIZATION**

This Permit does not create a partnership or joint venture between City and Permittee as to any activity conducted by Permittee on, in or relating to the Permit Area. Permittee is not a State actor with respect to any activity conducted by Permittee on, in, or under the Permit Area. The giving of this Permit by City does not constitute authorization or approval by City of any activity conducted by Permittee on, in, or relating to the Permit Area.



## **25. MACBRIDE PRINCIPLES - NORTHERN IRELAND**

The provisions of San Francisco Administrative Code Section 12F are incorporated into this Permit by this reference and made part of this Permit. By signing this Permit, Permittee confirms that Permittee has read and understood that the City urges companies doing business in Northern Ireland to resolve employment inequities and to abide by the MacBride Principles, and urges San Francisco companies to do business with corporations that abide by the MacBride Principles.

## **26. NON-DISCRIMINATION**

### **26.1 Covenant Not to Discriminate**

In the performance of this Permit, Permittee will not to discriminate against any employee of, any City employee working with Permittee, or applicant for employment with Permittee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of those protected classes, or in retaliation for opposition to discrimination against those classes.

### **26.2 Subcontracts**

Permittee will include in all subcontracts relating to the Permit Area a non-discrimination clause applicable to the subcontractor in substantially the form of Subsection 25.1 above. In addition, Permittee will incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and will require all subcontractors to comply with those provisions. Permittee's failure to comply with the obligations in this Subsection will constitute a material breach of this Permit.

### **26.3 Non-Discrimination in Benefits**

Permittee does not as of the date of this Permit and will not during the term of this Permit, in any of its operations in San Francisco, on real property owned by City, or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits, or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of the employees, where the domestic partnership has been registered with a governmental entity under state or local law authorizing the registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.

### **26.4 Condition to Permit**

As a condition to this Permit, Permittee will execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form CMD-12B-101) with supporting

documentation and secure the approval of the form by the San Francisco San Francisco Contract Monitoring Division (the “CMD”). Permittee represents that prior to execution of this Permit, (i) Permittee executed and submitted to the CMD Form CMD-12B-101 with supporting documentation, and (ii) the CMD approved the form.

## **26.5 Incorporation of Administrative Code Provisions by Reference**

The provisions of Chapters 12B and 12C of the San Francisco Administrative Code relating to non-discrimination by parties contracting for the use of City property are incorporated in this Section by reference and made a part of this Permit as though fully set forth. Permittee will comply fully with and be bound by all of the provisions that apply to this Permit under those Chapters of the Administrative Code, including, but not limited to, the remedies provided in those Chapters. Without limiting the foregoing, Permittee understands that under Section 12B.2(h) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which that person was discriminated against in violation of the provisions of this Permit may be assessed against Permittee and/or deducted from any payments due Permittee.

## **27. TROPICAL HARDWOODS AND VIRGIN REDWOOD BAN**

The City and County of San Francisco urges companies not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product, except as expressly permitted by the application of San Francisco Environment Code sections 802(b) and 803(b). Permittee will not, except as permitted by the application of sections 802(b) and 803(b), use or incorporate any tropical hardwood, tropical hardwood wood product, virgin redwood, or virgin redwood wood product in the performance of this Permit.

## **28. NOTIFICATION OF PROHIBITION ON CONTRIBUTIONS**

Through its execution of this Permit, Permittee acknowledges its obligations under Section 1.126 of the San Francisco Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the selling or leasing of any land or building to or from the City whenever the transaction would require the approval by a City elected officer, the board on which that City elected officer serves, or a board on which an appointee of that elected officer serves, from making any campaign contribution to (1) the City elected officer if the contract must be approved by that official, (2) a candidate for the City elective office, or (3) a committee controlled by the elected officer or candidate, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for the contract or twelve (12) months after the date the contract is approved. Permittee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same elected officer or board in a fiscal year have a total anticipated or actual value of \$100,000 or more. Permittee further acknowledges that (i) the prohibition on contributions applies to each Permittee; each member of Permittee's board of directors, and Permittee's chief executive officer, chief financial officer, and chief operating officer; any person with an ownership interest of more than ten percent (10%) in Permittee; any subcontractor listed in the contract; and any committee that is sponsored or controlled by Permittee and (ii) within thirty (30) days of the submission of a proposal for the Permit, the City department with whom Permittee is contracting is obligated to submit to the Ethics Commission the parties to the Permit

and any sublicensee. Additionally, Permittee certifies that it has informed each such person of the limitation on contributions imposed by Section 1.126 by the time it submitted a proposal for the lease, and has provided the names of the persons required to be informed to the City department with whom it is leasing.

## **29. POSSESSORY INTEREST TAXES**

Permittee recognizes and understands that this Permit may create a possessory interest subject to property taxation and that Permittee may be subject to the payment of property taxes levied on that interest under applicable law. Permittee agrees to pay taxes of any kind, including possessory interest taxes, if any, that may be lawfully assessed on Permittee's interest under this Permit or use of the Permit Area and to pay any other taxes, excises, licenses, permit charges, or assessments based on Permittee's usage of the Permit Area that may be imposed on Permittee by applicable law. Permittee will pay all of charges when they become due and payable and before delinquency.

San Francisco Administrative Code Sections 23.38 and 23.39 require that certain information relating to the creation, renewal, extension, assignment, sublicense, or other transfer of this Permit be provided to the County Assessor within sixty (60) days after the transaction. Accordingly, Permittee must provide a copy of this Permit to the County Assessor not later than sixty (60) days after the commencement date of this Permit, and any failure of Permittee to timely provide a copy of this Permit to the County Assessor will be a default under this Permit. Permittee will also timely provide any information that City may request to ensure compliance with this or any other reporting requirement.

## **30. RESTRICTION ON THE USE OF PESTICIDES**

Chapter 3 of the San Francisco Environment Code (the Integrated Pest Management Program Ordinance or “**IPM Ordinance**”) describes an integrated pest management (“**IPM**”) policy to be implemented by all City departments. Permittee will not use or apply or allow the use or application of any pesticides on the Permit Area or contract with any party to provide pest abatement or control services to the Permit Area without first receiving City’s written approval of an IPM plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Permittee may need to apply to the Permit Area during the term of this Permit, (ii) describes the steps Permittee will take to meet the City’s IPM Policy described in Section 300 of the IPM Ordinance and (iii) identifies, by name, title, address, and telephone number, an individual to act as the Permittee’s primary IPM contact person with the City. Permittee will comply, and will require all of Permittee’s contractors to comply, with the IPM plan approved by the City and will comply with the requirements of sections 300(d), 302, 304, 305(f), 305(g), and 306 of the IPM Ordinance, as if Permittee were a City department. Among other matters, those provisions of the IPM Ordinance: (a) provide for the use of pesticides only as a last resort, (b) prohibit the use or application of pesticides on property owned by the City, except for pesticides granted an exemption under Section 303 of the IPM Ordinance (including pesticides included on the most current Reduced Risk Pesticide List compiled by City’s Department of the Environment), (c) impose certain notice requirements, and (d) require Permittee to keep certain records and to report to City all pesticide use at the Permit Area by Permittee’s staff or contractors.

If Permittee or Permittee's contractor will apply pesticides to outdoor areas at the Permit Area, Permittee must first obtain a written recommendation from a person holding a valid Agricultural Pest Control Advisor license issued by the California Department of Pesticide Regulation ("CDPR") and any pesticide application must be made only by or under the supervision of a person holding a valid, CDPR-issued Qualified Applicator certificate or Qualified Applicator license. City's current Reduced Risk Pesticide List and additional details about pest management on City property can be found at the San Francisco Department of the Environment website, <http://sfenvironment.org/ipm>.

### **31. PROHIBITION OF TOBACCO SALES AND ADVERTISING**

Permittee acknowledges and agrees that no advertising of cigarettes or tobacco products is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. In addition, Permittee acknowledges and agrees that no Sales, Manufacture, or Distribution of Tobacco Products (as such capitalized terms are defined in Health Code Section 19K.1) is allowed on the Permit Area and such prohibition must be included in all subleases or other agreements allowing use of the Permit Area. The prohibition against Sales, Manufacture, or Distribution of Tobacco Products does not apply to persons who are affiliated with an accredited academic institution where the Sale, Manufacture, and/or Distribution of Tobacco Products is conducted as part of academic research.

### **32. PROHIBITION OF ALCOHOLIC BEVERAGE ADVERTISING**

Permittee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the Permit Area. This advertising prohibition includes the placement of the name of a company producing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product.

### **33. DRUG-FREE WORKPLACE**

Permittee acknowledges that under the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, possession, or use of a controlled substance under federal law is prohibited on City premises. Permittee agrees that any violation of this prohibition by Permittee, its Agents, or Invitees will be a material breach of this Permit.

### **34. CONFLICTS OF INTEREST**

Through its execution of this Permit, Permittee acknowledges that it is familiar with the provisions of Article III, Chapter 2 of City's Campaign and Governmental Conduct Code, and sections 87100 et seq. and sections 1090 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which would constitute a violation of those provisions, and agrees that if Permittee becomes aware of any such fact during the term of this Permit, Permittee will immediately notify the City.

### **35. FOOD SERVICE AND PACKAGING WASTE REDUCTION**

Permittee will comply fully with and be bound by all of the provisions of the Food Service and Packaging Waste Reduction Ordinance, as set forth in the San Francisco Environment Code, Chapter 16, including the remedies provided in that chapter, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated into this Permit by reference and made a part of this Permit as though fully set forth. This provision is a material term of this Permit. Permittee acknowledges that Chapter 16 includes monetary penalties for violations of One Hundred Dollars (\$100.00) for the first breach, Two Hundred Dollars (\$200.00) for the second breach in the same year, and Five Hundred Dollars (\$500.00) for subsequent breaches in the same year. Any assessment of those penalties will not limit City's rights under this Permit or otherwise for a breach of this Section, and are in addition to City's rights and remedies under this Permit and at law or in equity. Accordingly, Permittee acknowledges that City contractors may not use Disposable Food Service Ware that contains Polystyrene Foam in City Facilities and while performing under a City contract, and must instead use suitable Biodegradable/Compostable or Recyclable Disposable Food Service Ware. This provision is a material term of this Permit.

### **36. FIRST SOURCE HIRING AGREEMENT**

Permittee and City are parties to the First Source Agreement attached to this Permit as Exhibit C under San Francisco Administrative Code, Chapter 83 (the "**First Source Agreement**"). Any default by Permittee under the First Source Agreement will be a default under this Permit.

### **37. SAN FRANCISCO PACKAGED WATER ORDINANCE**

Permittee will comply with San Francisco Environment Code Chapter 24 ("**Chapter 24**"). Permittee may not sell, provide, or otherwise distribute Packaged Water, as defined in Chapter 24 (including bottled water), in the performance of this Permit or on City property unless Permittee obtains a waiver from the City's Department of the Environment. If Permittee violates this requirement, the City may exercise all remedies in this Permit and the Director of the City's Department of the Environment may impose administrative fines as set forth in Chapter 24.

### **38. SUGAR-SWEETENED BEVERAGE PROHIBITION**

Permittee will not sell, provide, or otherwise distribute Sugar-Sweetened Beverages, as defined by San Francisco Administrative Code Chapter 101, as part of its performance of this Permit.

**39. RESERVED**

**40. PERMITTEE'S COMPLIANCE WITH CITY BUSINESS AND TAX AND REGULATIONS CODE**

Permittee acknowledges that under Section 6.10-2 of the San Francisco Business and Tax Regulations Code, the City Treasurer and Tax Collector may require the withholding of payments to any vendor that is delinquent in the payment of any amounts that the vendor is required to pay the City under the San Francisco Business and Tax Regulations Code. If, under that authority, any payment City is required to make to Permittee under this Permit is withheld, then City will not be in breach or default under this Permit, and the Treasurer and Tax Collector will authorize release of any payments withheld under this paragraph to Permittee, without interest, late fees, penalties, or other charges, upon Permittee coming back into compliance with its San Francisco Business and Tax Regulations Code obligations.

**41. RESERVED**

**42. NOTICES**

Except as otherwise expressly provided in this Permit, any notices given under this Permit will be effective only if in writing and given by delivering the notice in person, by sending it first class mail or certified mail, with a return receipt requested, or overnight courier, return receipt requested, with postage prepaid, addressed as follows:

City: Real Estate Division  
City and County of San Francisco  
25 Van Ness Avenue, Suite 400  
San Francisco, California 94102  
Attn: Director of Property  
Re: 850 Bryant Street, Room 106 Permit

Permittee: Mission Neighborhood Centers, Inc.  
362 Capp Street  
San Francisco, CA 94110  
Attn: Isabel St. Germain

Notices under this Permit will be deemed given two (2) days after the date when it has been mailed if sent by first class, certified or overnight courier, or on the date personal delivery is made. For convenience of the parties, copies of notices may be sent by email, but no notice sent only by email will be deemed given and will not be binding on the parties.

**43. SEVERABILITY**

If any provision of this Permit or the application of a provision of this Permit to any person, entity, or circumstance is invalid or unenforceable, the remainder of this Permit, or the application of the provision to persons, entities, or circumstances other than those as to which it is invalid or unenforceable, will not be affected, and each other provision of this Permit will be valid and be enforceable to the fullest extent permitted by law, except to the extent that

enforcement of this Permit without the invalidated provision would be unreasonable or inequitable under all the circumstances or would frustrate a fundamental purpose of this Permit.

#### **44. COUNTERPARTS**

This Permit may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument.

#### **45. COOPERATIVE DRAFTING**

This Permit has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Permit reviewed and revised by legal counsel. No party will be considered the drafter of this Permit, and no presumption or rule that an ambiguity will be construed against the party drafting the clause will apply to the interpretation or enforcement of this Permit.

#### **46. GENERALLY APPLICABLE PROVISIONS**

(a) This Permit may be amended or modified only by a writing signed by City and Permittee. (b) No waiver by any party of any of the provisions of this Permit will be effective unless in writing and signed by an officer or other authorized representative, and only to the extent expressly provided in the written waiver. (c) All approvals and determinations of City requested, required, or permitted under this Permit may be made in the sole and absolute discretion of the Director of Property or other authorized City official. (d) This instrument (including the exhibit(s) attached to this Permit) contains the entire agreement between the parties and all prior written or oral negotiations, discussions, understandings and agreements are merged into this Permit. (e) The section and other headings of this Permit are for convenience of reference only and will be disregarded in the interpretation of this Permit. (f) Time is of the essence. (g) This Permit will be governed by California law and the City's Charter. Any legal suit, action, or proceeding arising out of or relating to this Permit shall be instituted in the Superior Court for the City and County of San Francisco, and each party agrees to the exclusive jurisdiction of such court in any such suit, action, or proceeding (excluding bankruptcy matters). The parties irrevocably and unconditionally waive any objection to the laying of venue of any suit, action, or proceeding in such court and irrevocably waive and agree not to plead or claim that any suit, action, or proceeding brought in San Francisco Superior Court relating to this Permit has been brought in an inconvenient forum. The Parties also unconditionally and irrevocably waive any right to remove any such suit, action, or proceeding to Federal Court. (h) If Permittee consists of more than one person then the obligations of each person will be joint and several. (i) Permittee may not record this Permit or any memorandum hereof. (j) Subject to the prohibition against assignments or other transfers by Permittee under this Permit, this Permit will be binding on and inure to the benefit of the parties and their respective heirs, representatives, successors, and assigns. (k) If City sells or otherwise conveys the property where the Permit Area is located, then this Permit will automatically be revoked. (l) All exhibits attached to this Permit are incorporated by reference.

***[SIGNATURES ON FOLLOWING PAGE]***

Permittee represents and warrants to City that it has read and understands the contents of this Permit and will comply with and be bound by all of its provisions.

PERMITTEE:

MISSION NEIGHBORHOOD CENTERS, INC.,  
a California nonprofit for public benefit corporation

By:  \_\_\_\_\_

Isabel St. Germain  
Chief Program Officer

CITY:

CITY AND COUNTY OF SAN FRANCISCO,  
a municipal corporation

By: \_\_\_\_\_

Andrico Q. Penick  
Director of Property  
(pursuant to San Francisco Board of  
Supervisors Resolution No. \_\_\_\_\_)

APPROVED AS TO FORM:

DAVID CHIU, City Attorney

By: \_\_\_\_\_

Vincent Brown  
Deputy City Attorney

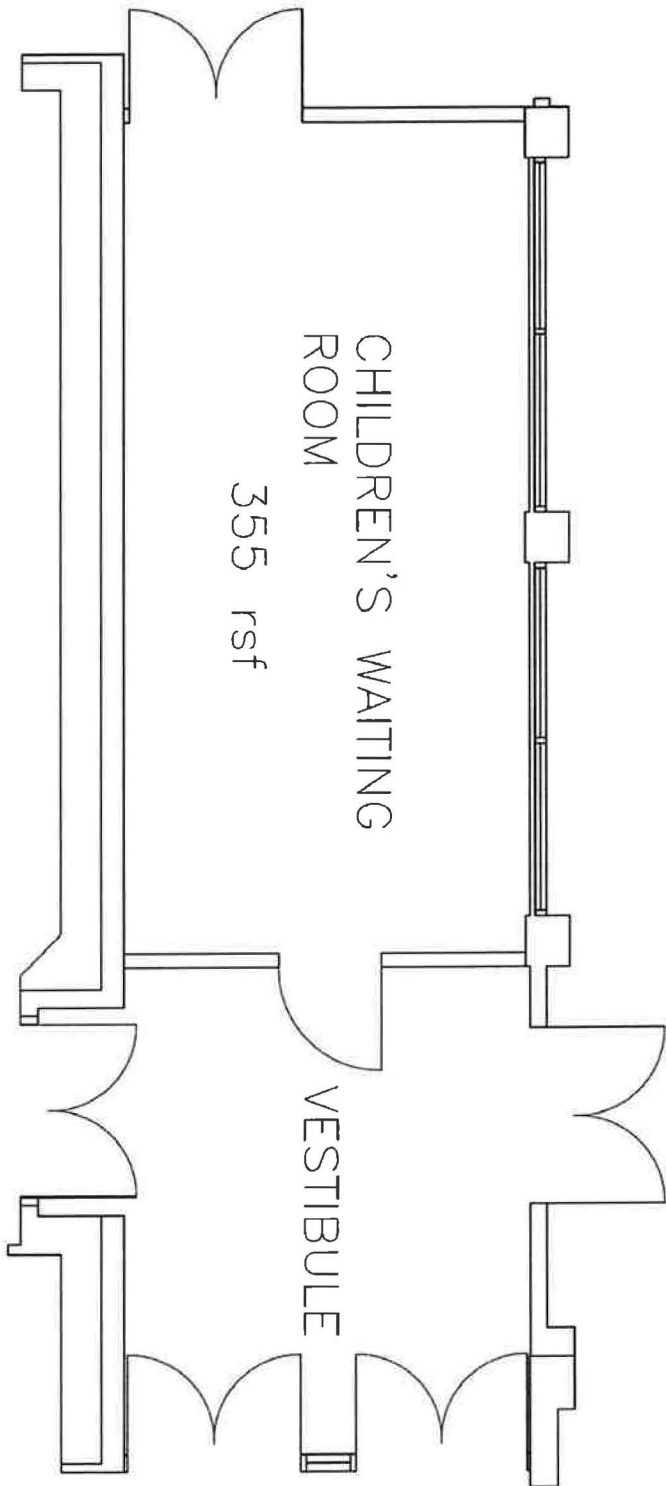


**EXHIBIT A**

**Permit Area**

San Francisco Hall of Justice

Room 106



**EXHIBIT B**

**City Holidays**

The City observes the following holidays:

New Year's Day  
Martin Luther King, Jr. Birthday  
Presidents' Day  
Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Indigenous Peoples' Day  
Veterans' Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Day

If any of these legal holidays falls on a Sunday, the Monday becomes the legal holiday. If any of these holidays falls on a Saturday, the preceding Friday is observed as a holiday.

**EXHIBIT C**

**First Source Hiring Agreement**

**(See following attachment)**



**Exhibit B-1: First Source Hiring Program Exhibit  
For Business Commercial Operations, and/or End Use Occupancy of a Covered Building**

This First Source Hiring Program Exhibit to the MOU Agreement (Exhibit), is made as on

\_\_\_\_\_, by and between \_\_\_\_\_

(the "Lessee"), and the First Source Hiring Program Administration, (the "FSHP"), collectively the "Parties":

**RECITALS**

WHEREAS, Lessee has plans to occupy the building at [Address] "Premises" which required a FSHP MOU Agreement between the project sponsor and FSHP due to the issuance of a building permit for 25,000 square feet or more of floor space or constructed ten or more residential units; and,

WHEREAS, the project sponsor was required to provide notice in leases, subleases and other occupancy contracts for use of the Premises ("Contract"); and

WHEREAS, as a material part of the consideration given by Lessee under \_\_\_\_\_ contract, Lessee has agreed to execute this Exhibit and participate in the Workforce System managed by the Office of Economic and Workforce Development (OEWD) as established by the City and County of San Francisco pursuant to Chapter 83 of the San Francisco Administrative Code;

NOW, THEREFORE, in consideration of the mutual covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Parties covenant and agree as follows:

**1. DEFINITIONS**

For purposes of this Exhibit, initially capitalized terms shall be defined as follows:

- a. Entry Level Position: Any position that requires less than two (2) years training or specific preparation, and shall include temporary and permanent jobs.
- b. Lessee: Tenant, business operator and any other occupant of the building requiring an FSHP Agreement as defined in San Francisco Administrative Code Chapter 83. Lessee shall include every person tenant, subtenant, or any other entity occupying the building for the intent of doing business in the City and County of San Francisco and possessing a Business Registration Certificate with the Office of Treasurer.

**CONTACT**

employer services@sfgov.org

(415) 701-4848 main

1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA

(415) 701-4894 fax



Mayor London N. Breed  
Executive Director Sarah Dennis Phillips



- c. Referral: A member of the Workforce System who has been identified by OEWD as having the appropriate training, background, and skill sets for a Lessee specified Entry Level Position.
- d. Workforce System: The System established by the City and County of San Francisco and managed by OEWD for maintaining 1. A pool of qualified individuals; and 2. The mechanism by which individuals are certified and referred to prospective employers covered by the FSHP requirements under this Chapter.



## 2. LESSEE OBLIGATIONS

- a. Lessee shall notify OEWD of every available Entry Level Position and provide OEWD 10 business days to recruit and refer qualified candidates from the Workforce System prior to advertising such position to the general public. Lessee shall provide feedback including but not limited to job seekers interviewed, including name, position title, starting salary and employment start date of those individuals hired by the Lessee no later than 10 business days after date of interview or hire. Lessee will also provide feedback on reasons as to why referrals were not hired. Lessee shall have the sole discretion to interview any Referral by OEWD and will inform OEWD why specific persons referred were not interviewed. Hiring decisions shall be entirely at the discretion of Lessee.
- b. Lessee shall accurately complete and submit the "First Source Employer's Projection of Entry-Level Positions" to OEWD upon execution of this Exhibit.
- c. Lessee shall register with OEWD's data system, upon execution of this Exhibit.
- d. Lessee shall notify OEWD of all available Entry Level Positions 10 business days prior to posting with the general public. The Lessee must identify a single point of contact responsible for communicating Entry-Level Positions and take active steps to ensure continuous communication with OEWD.
- e. If Lessee's operations create Entry Level Positions, Lessee will provide good faith efforts to meet the hiring goals established by the FSHA for filling open Entry Level Positions with First Source referrals. Specific hiring decisions shall be the sole discretion of the Lessee.
- f. Nothing in this Exhibit shall be interpreted to prohibit the continuation of existing workforce training agreements or to interfere with consent decrees, collective bargaining agreements, or existing employment contracts. In the event of a conflict between this Exhibit and an existing agreement, the terms of the existing agreement shall supersede this Exhibit.
- g. This Exhibit shall be in full force and effect throughout the Lessee's occupancy of the building.
- h. Lessee's failure to meet the criteria set forth in this Exhibit may trigger a review of the referral process and compliance with this Exhibit. Failure to comply with the MOU and Exhibit to the MOU may result in penalties as defined in San Francisco Administrative Code Chapter 83. Lessee agrees to review San Francisco Administrative Code Chapter 83, and execution of the MOU and Exhibit to the MOU denotes that Lessee agrees to its terms and conditions.

## 3. NOTICE

### CONTACT

 employer.services@sfgov.org  
 (415) 701-4848 main

 1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA  
 (415) 701-4894 fax



All notices to be given under this Exhibit shall be in writing and sent via mail or email as follows:

**ATTN: Business Services, Office of Economic and Workforce Development**  
**1 South Van Ness Avenue, 5<sup>th</sup> Floor, San Francisco, CA 94103**  
Email: [Employer.Services@sfgov.org](mailto:Employer.Services@sfgov.org)

4. ADDITIONAL TERMS

This Exhibit contains the entire agreement between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties or their respective successors. If any term or provision of this Exhibit shall be held invalid or unenforceable, the remainder of this Exhibit shall not be affected. If Exhibit is executed in one or more counterparts, each shall be deemed an original and all, taken together, shall constitute one and the same instrument. Exhibit shall inure to the benefit of and shall be binding upon the parties to this Exhibit and their respective heirs, successors and assigns. If there is more than one person comprising Seller, their obligations shall be joint and several.

Section titles and captions contained in this Exhibit are inserted as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Exhibit or the intent of any of its provisions. This Exhibit shall be governed and construed by laws of the State of California.

IN WITNESS WHEREOF, the following have executed this Agreement as of the date set forth above.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Authorized Signer: \_\_\_\_\_

Company: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**CONTACT**

[employer.services@sfgov.org](mailto:employer.services@sfgov.org)

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## EXHIBIT D

### RULES AND REGULATIONS

Mission Neighborhood Center  
850 Bryant Street, Room #106)

- 1) The sidewalks, halls, passages, vestibules, exits, entrances and stairways of the Building shall not be obstructed by Permittee or used by it for any purpose other than ingress and egress from the Permit Area. Permit is not permitted access to the roof of the Building. Permittee shall at all times comply with any rules or orders of the San Francisco Fire Department with respect to ingress and egress.
- 2) Permittee shall at all times comply with all fire codes and occupancy codes of the San Francisco Fire Department.
- 3) Permittee shall coordinate move-in and move-out dates with the California Superior Court who will escort and assist Permittee with the scheduling and use of the building's freight elevator and provide notice to the HOJ Facilities Manager. Permittee is not permitted to operate the freight elevator on their own.
- 4) Permittee shall inform delivery companies not to leave packages or deliveries for Permittee unattended at the loading dock. Delivery companies shall notify Permittee of deliveries by using phone located at loading dock or by other reasonable means.
- 5) No sign, placard, picture, name, advertisement or notice visible from the exterior of the Permit Area shall be installed or displayed by Permittee on any part of the outside or inside of the Building without the prior written consent of the City. City shall have the right to remove, at Permittee's expense and without notice, any signed installed or displayed in violation of this rule. All approved signs or lettering on doors shall be printed, painted, affixed or inscribed at the expense of the Permittee by a person approved by City, which approval will not be unreasonably withheld. Material visible from outside the Building will not be permitted.
- 6) The Permit Area shall not be used for the storage of merchandise held for sale to the general public or for lodging.
- 7) Permittee shall not sell, or permit the sale from the Permit Area of, or use or permit the use of any sidewalk or area adjacent to the Permit Area for the sale of newspapers, magazines, periodicals, or any other goods, merchandise or service, nor shall Permittee carry on, or permit or allow any employee or other persons to carry on business in or from the Permit Area, nor shall the Permit Area be used for manufacturing of any kind, or for any business activity other than that specifically provided for in Permittee's permit.
- 8) No cooking will be allowed in the Permit Area and/or Building.
- 9) Space heaters and fans are not allowed or permitted.
- 10) Permittee shall not hang anything from the ceiling and fire sprinklers within the Permit Area or Building.
- 11) Permittee shall not change locks to any doors of the Permit Area.
- 12) Permittee shall not use or keep in the Permit Area or the Building any kerosene, gasoline or flammable, combustible or noxious fluid materials or use of any method of heating or air conditioning.
- 13) In the case of invasions, mob, riot, or public excitement, unrest, or other circumstances rendering such action advisable in City's opinion, City reserves the right to prevent

access to the Building during the continuance of same by such actions as City may deem appropriate, including closing any doors in the Building.

- 14) Permittee shall see that the doors of the Permit Area are closed and locked and that all utilities are shut off before Permittee or Permittee's employees and staff leave the Permit Area, so as to prevent waste or damage.
- 15) Permittee assumes all responsibility for protecting the Permit Area from theft, robbery and pilferage, which includes keeping doors locked and other means of entry closed.
- 16) Permittee shall not install any radio or television antennas, loudspeaker, or other devices on or about the roof area or exterior walls of the Building. Permittee shall not interfere with cellular, radio, or television broadcasting or reception from the Building or elsewhere.
- 17) No animals or birds shall be permitted in the Permit Area or the Building, except for seeing eye dogs when in the company of their masters.
- 18) Wherever the word "Permittee" occurs in these Rules and Regulations, it is understood and agreed that it shall mean Permittee's associates, agents, clerks, employees and visitors. Wherever the word "City" occurs in these Rules and Regulations, it is understood and agreed that it shall mean City's assigns, agents, officers, employees, and visitors.
- 19) These Rules and Regulations are in addition to, and shall not be construed in any way to modify, alter or amend, in whole or in part, the terms, covenants, agreements and conditions of any permit.
- 20) City reserves the right to make such other and reasonable rules and regulations in its judgement may from time to time be needed for the safety, care and cleanliness of the Building, and for the preservation of good order therein.
- 21) Permittee shall be responsible for the observance of all the Rules and Regulations by Permittee's employees, staff, agents, clients, customers, invitees and guests.