FILE NO. 250270

## AMENDED IN COMMITTEE 4/9/2025 RESOLUTION NO.

| 1  | [Real Property Lease - Chinatown Community Children's Center - \$1 Annual Base Rent]           |
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| 3  | Resolution approving a Lease with the Chinatown Community Children's Center for                |
| 4  | approximately 6,372 square feet of real property located in City Hall and its grounds          |
| 5  | appurtenant, at a base rent of \$1 per year; authorizing the Director of Property, upon        |
| 6  | receipt of approved permits for the construction of tenant improvements to the leased          |
| 7  | premises, to execute a lease on behalf of the City and County of San Francisco for an          |
| 8  | initial 10-year term, with two-10 year options to renew; and authorizing the Director of       |
| 9  | Property to enter into any additions, amendments, or other modifications to the Lease,         |
| 10 | that do not materially increase the obligations or liabilities of the City, in order to        |
| 11 | effectuate the purposes of the Lease or this Resolution.                                       |
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| 13 | WHEREAS, The City desires to make a supportive child care amenity ("Child Care                 |
| 14 | Services") available to employees at City Hall ("the Building"), other City-occupied buildings |
| 15 | and residents in the community; and  |
| 16 | WHEREAS, The Real Estate Division ("RED") issued a Request for Proposals ("RFP")               |
| 17 | for a licensed Child Care operator ("Operator") to operate and manage a Child Care Center to   |
| 18 | be located at the Building; and  |
| 19 | WHEREAS, The non-profit Chinatown Community Children's Center ("CCCC" or                       |
| 20 | "Tenant") was selected as the most qualified and well-regarded of respondents to the RFP;      |
| 21 | and  |
| 22 | WHEREAS, CCCC uses an inclusion specialist to ensure that a quality, inclusive                 |
| 23 | environment is available to children with disabilities and their families; and                 |
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| 1  | WHEREAS, CCCC has partnered with local agencies offering education-related                       |
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| 2  | services, including the Community Alliance for Special Education (CASE), and the San             |
| 3  | Francisco Unified School District; and   |
| 4  | WHEREAS, CCCC has contracted with the San Francisco Early Learning Alliance                      |
| 5  | (SFELA) for enrolling low-income families; and   |
| 6  | WHEREAS, CCCC has provided RED with a detailed business plan to be implemented                   |
| 7  | at the Building; and   |
| 8  | WHEREAS, CCCC proposes to lease 4,372 square feet located on both sides of the                   |
| 9  | North Vestibule entrance to the Building, and approximately 2,000 square feet of a designated    |
| 10 | outdoor play area located on the north side of the building ("Premises"); and                    |
| 11 | WHEREAS, RED issued a permit in February of 2024 for CCCC, its architects and                    |
| 12 | consultants, to conduct due diligence for planning the design, construction and permitting of a  |
| 13 | Child Care Center; and   |
| 14 | WHEREAS, CCCC will submit schematic, design development and construction                         |
| 15 | documents, developed at its cost, to RED and the permitting agencies for approval; and           |
| 16 | WHEREAS, CCCC would pay a nominal \$1 per year base rent for the Premises, as                    |
| 17 | has been the practice for the lease with the previous child care operator at City Hall and other |
| 18 | City-occupied buildings; and   |
| 19 | WHEREAS, RED will provide electrical, water, custodial, repair and maintenance                   |
| 20 | services at no additional cost to CCCC; now, therefore, be it                                    |
| 21 | RESOLVED, The Board of Supervisors finds that leasing sub-market rate space to                   |
| 22 | CCCC at City Hall offers a convenient income-scaled option for childcare and supplementary       |
| 23 | services, furthers a proper public purpose for the residents and City workers of the Civic       |
| 24 | Center community; and, be it   |
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| 1  | FUTHER RESOLVED, That upon confirmation that permits have been issued to                               |
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| 2  | CCCC, the Director of Property is authorized to enter into a lease without requirement for an          |
| 3  | additional vote of the Board; and, be it   |
| 4  | FURTHER RESOLVED, That CCCC may undertake tenant improvement construction,                             |
| 5  | at its cost, following full lease execution; and, be it  |
| 6  | FURTHER RESOLVED, That RED, at City cost, will undertake any repairs,                                  |
| 7  | maintenance and connections of the Building's systems to facilitate the construction of tenant         |
| 8  | improvements by CCCC and provide base building services to the Premises; and, be it                    |
| 9  | FURTHER RESOLVED, That approved modifications to the base building systems will                        |
| 10 | be undertaken by the City at Tenant's cost; and, be it   |
| 11 | FURTHER RESOLVED, That the Director of Property is authorized to enter into any                        |
| 12 | amendments or modifications to the Lease that are determined, in consultation with the City            |
| 13 | Attorney, to be in the City's best interest, do not materially increase the obligations or liabilities |
| 14 | of the City, are necessary or advisable to effectuate the purposes of the lease or this                |
| 15 | Resolution, and are in compliance with all applicable laws, including the City Charter; and, be        |
| 16 | it   |
| 17 | FURTHER RESOLVED, That all actions heretofore taken by the officers of the City                        |
| 18 | with respect to the Lease are hereby approved, confirmed and ratified; and, be it                      |
| 19 | FURTHER RESOLVED, That within thirty (30) days of the Lease being fully-executed                       |
| 20 | by all parties, RED shall provide a copy to the Clerk of the Board for inclusion into the official     |
| 21 | file.  |
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| 1  | RECOMMENDED:                              |
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| 2  | <u>/s/</u>                                |
| 3  | Andrico Q. Penick<br>Real Estate Division |
| 4  | Director of Property                      |
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