

File No. 230519

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Homelessness and Behavioral Health Select Date: September 29, 2023

Board of Supervisors Meeting: _____ Date: _____

Cmte Board

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Prepared by: Stephanie Cabrera

Date: September 22, 2023

Prepared by: _____

Date: _____

Prepared by: _____

Date: _____

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

3 **Resolution authorizing and approving the Director of Property, on behalf of the**
4 **Department of Homelessness and Supportive Housing, to negotiate and enter into a**
5 **sublease agreement for 312,000 square feet of property owned by the California State**
6 **Lands Commission and leased to the California Department of Parks and Recreation,**
7 **for the City's continued use as the Bayview Vehicle Triage Center at Candlestick Point**
8 **State Recreation Area, for a term of two years commencing on or about January 13,**
9 **2024, through January 12, 2026, for a base rent of \$312,000 per year; authorizing the**
10 **Director of Property to execute documents, make certain modifications and take certain**
11 **actions in furtherance of the sublease; affirming findings under the California**
12 **Environmental Quality Act; and finding the proposed sublease is in conformance with**
13 **the General Plan, and the eight priorities of Planning Code, Section 101.1.**
14

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

19 WHEREAS, With the enactment of Resolution No. 319-18 in October 2018, the
20 Board of Supervisors and Mayor London N. Breed declared a shelter crisis and affirmed
21 San Francisco's commitment to combatting homelessness and creating or augmenting a
22 continuum of shelter and service options for those experiencing homelessness; and

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

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

3 WHEREAS, On May 10, 2019, the Mayor approved Ordinance No. 82-19, creating the
4 “Safe Overnight Parking Pilot Program” to provide eligible people experiencing homelessness
5 residing in their vehicles a place to park and sleep in their vehicles overnight, case
6 management and other services; and

7 WHEREAS, The City opened the Vehicle Triage Center Pilot Program (“Pilot Program”)
8 as a temporary use of the property located at 2340 San Jose Avenue (“Balboa Upper Yard”)
9 in November 2019 that served a total of 75 individuals during the first year of operations and
10 was closed in March 2021 to allow for the commencement of construction of a 100%
11 affordable housing project at Balboa Upper Yard; and

12 WHEREAS, The Pilot Program at Balboa Upper Yard was proven as an effective
13 program for resolving vehicle encampments in the community; and

14 WHEREAS, In October 2021, Resolution No. 479-21 was approved by the Mayor and
15 the Board of Supervisors and authorized the city to negotiate and enter into a sublease
16 agreement for 312,000 square feet of property owned by the California State Lands
17 Commission and leased to the California Department of Parks and Recreation, for the City’s
18 use as a the Bayview Vehicle Triage Center (“Program”) at Candlestick Point State Recreation
19 Area (“CPSRA”) for an initial term of two years, with rent to be paid through in-kind public
20 services; and

21 WHEREAS, The OCOH Oversight Committee recommended in its 2020-2023
22 Investment Plan that the City use Prop C funds to prioritize investments into a range of
23 different models for sheltering and supporting people experiencing homelessness, tailored to
24 the needs of different communities of people experiencing homelessness, including funding for
25 safe parking programs; and

1 WHEREAS, According to the 2022 Point-in-Time Homeless Count administered
2 by HSH, there were approximately 7,754 people experiencing homelessness in San
3 Francisco, 5,180 of which were unsheltered with 24% of those sleeping in vehicles; and

4 WHEREAS, According to the Tent, Structure and Vehicle Count conducted by the City
5 in July 2023, there were 1,058 inhabited vehicles in San Francisco, 507 or 48% of which were
6 located in District 10; and

7 WHEREAS, Without a safe alternative location for unhoused people living in their
8 vehicles to stay, the City and the State Parks are limited in their ability to resolve existing
9 vehicle encampments in the area; and

10 WHEREAS, In 2021, the City identified an approximately 312,000 square foot parking
11 lot (commonly known as the “Boat Launch Parking Lot”) within the CPSRA, Assessor’s Parcel
12 Block No. 4886, Lot No. 09 (the “Property”), as an optimal site for unhoused people residing in
13 their vehicles to safely store or stay in their vehicles while accessing a variety of services and
14 resources to support a permanent exit from homelessness (“Vehicle Triage Center”) to
15 resolve the vehicle encampment in the vicinity of the CPSRA; and

16 WHEREAS, The identified Property, the Boat Launch Parking Lot, was recommended
17 by community stakeholders because it has been closed for many years and would not impact
18 parking or recreational use of CPSRA; and

19 WHEREAS, The Property is relatively private and remote and does not interfere with
20 the operations or recreational use of the park ; and

21 WHEREAS, On October 19, 2021, the Board of Supervisors adopted Resolution No.
22 479-21 authorizing the City to enter into a sublease (“Sublease”) with the California State
23 Lands for the creation of a Vehicle Triage Center at the Property; and

24 WHEREAS, The Sublease has a term of two years and terminates on January 12,
25 2024; and

1 WHEREAS, The State Lands Committee approved the Sublease on October 21, 2021,
2 and will be required to approve the new sublease following approval of this Resolution by the
3 Board of Supervisors; and

4 WHEREAS, As part of the terms of the Sublease, HSH: (i) installed a perimeter fence
5 around the Program, solar lighting, guard shack, mobile trailers, potable water bibs, and porta-
6 potties as needed; (ii) repainted the adjacent existing public restrooms; and (iii) proposes to
7 repair and improve CPSRA water mains and sewer lines, as necessary, for the use of the
8 Property as a Vehicle Triage Center; and

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

14 WHEREAS, The Program has served a total of 113 unique households since it opened;
15 and

16 WHEREAS, On April 26, 2022, the Board of Supervisors adopted Resolution No. 146-
17 22 that authorized HSH to execute a Standard Agreement with the California Department of
18 Housing and Community Development and accept and expend \$5,600,000 of 2021-22
19 California Budget Act Funds to support capital expenditures related to the Program; and

20 WHEREAS, HSH continue to participate in a community working group with neighbors,
21 non-profit operators of the site, and appropriate city departments that meets regularly to
22 address any community concerns related to the Program; and

23 WHEREAS, HSH desires to continues to operate the Program at the Property for
24 another two-year term to continue to provide critical resources to people experiencing
25 homelessness and residing in vehicles in the area; and

1 WHEREAS, The FY2023-25 HSH budget includes funding to maintain critical shelter
2 resources, including the continued operations of the Program with an expanded capacity if the
3 proposed, new sublease is approved; and

4 WHEREAS, The Real Estate Division on behalf of HSH, in consultation with the Office
5 of the City Attorney, has negotiated a new sublease that is similar to the existing Sublease, a
6 copy of which is on file with the Clerk of the Board of Supervisors in File No. _____; setting
7 forth the terms on which the State will allow the continuation of the Vehicle Triage Center on a
8 portion of the CPSRA, in addition to the upgrade and repair of the existing restroom facility
9 near the Property, and upgrade and repair of existing water and sewer pipelines for use at the
10 Property; and

11 WHEREAS, The term of the proposed new sublease shall be for two years,
12 commencing on or about January 13, 2024, or upon approval by the State Lands
13 Commission; and

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

16 WHEREAS, State Parks supports the new sublease of the Property to the City for
17 continued use as the Bayview Vehicle Triage Center; and

18 WHEREAS, Under Administrative Code Section 23.27, since the consideration payable
19 by the City is less than \$45 per square foot per year, an independent fair market rental
20 appraisal is not required for approval of the new sublease; and

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

23 WHEREAS, On September 6, 2023, the Environmental Planning Division of the
24 Planning Department determined that the actions contemplated in this resolution are not
25 subject to the California Environmental Quality Act, Public Resources Code, Section 21000 et

1 seq. ("CEQA"), pursuant to California law set forth in Assembly Bill 101, California
2 Government Code, Sections 65660 – 65668 (AB 101) (the "CEQA Determination"), a copy of
3 which is on file with the Clerk of the Board of Supervisors in File No. 230974 and is
4 incorporated herein by reference; and

5 WHEREAS, On September 6, 2023, the Planning Department found the actions
6 contemplated in this resolution are consistent, on balance, with the General Plan and the eight
7 priority policies in Planning Code, Section 101.1 (the "General Plan Referral"), and a copy of
8 the General Plan Referral is on file with the Clerk of the Board of Supervisors in File No.
9 230974 and is incorporated herein by reference; now, therefore, be it

10 RESOLVED, That in accordance with the recommendation of the Executive Director of
11 HSH and the Director of Property, the Board of Supervisors authorizes the Director of
12 Property, in consultation with the Office of City Attorney and HSH, to renew the Sublease for
13 the Property as set forth in the new sublease for the Property on file; and, be it

14 FURTHER RESOLVED, The yearly base rent for the new sublease term shall be
15 \$312,000, exclusive of utilities and services which are the City's responsibility; and, be it

16 FURTHER RESOLVED, The new sublease form will be generally consistent with the
17 Sublease that was previously negotiated and accepted by the City as tenant, and shall include
18 contracting requirements set forth in the City's Administrative Code, subject to any
19 exemptions or waivers applicable to the State; and, be it

20 FURTHER RESOLVED, The Board of Supervisors authorizes the payment of
21 administrative fees, estimated to be no more than \$25,000 to the State of California
22 Department of Parks and Recreation, and other State departments for review and approval of
23 the new sublease and plans for the proposed improvements to the Property; and, be it

1 FURTHER RESOLVED, The Board of Supervisors finds that the new sublease and
2 proposed continued use of the Property as a Vehicle Triage Center serves a public purpose
3 for the benefit of the State, City and District; and, be it

4 FURTHER RESOLVED, The Board of Supervisors approves the terms as set forth in
5 the new sublease, and authorizes the Director of Property to take all actions, on behalf of the
6 City, to enter into a new sublease consistent with the Term Sheet, and to make any
7 amendments or modifications to the new sublease that the Director of Property determines, in
8 consultation with the City Attorney, are in the best interests of the City, do not materially
9 increase the obligations or liabilities of the City, and are necessary or advisable to complete
10 the transaction and effectuate the purposes and intent of this resolution and are in compliance
11 with all applicable laws, including the City Charter; and, be it

12 FURTHER RESOLVED, The Board of Supervisors authorizes HSH and the
13 Department of Public Works to make improvements to the Property as described in the new
14 sublease as part of the new sublease transaction; and, be it

15 FURTHER RESOLVED, That the new sublease will include a city indemnification of the
16 State Lands Commission and State Parks, and an agreement to defend the State Lands
17 Commission and State Parks against any and all claims, costs and expenses, including,
18 without limitation, reasonable attorney's fees incurred as a result of the City's use of the
19 Property, any default by the City in the performance or any of its obligations under the new
20 sublease, or any acts or omissions of the City or its agents in, on, or about the Property or the
21 larger parcel of CPSRA on which the Property is located, including those claims ,costs and
22 expenses incurred as a result of the negligence or willful misconduct of Landlord and State
23 Lands, State Parks, or their agents; and, be it

24 FURTHER RESOLVED, That any action heretofore taken by any City employee or
25 official with respect to the new sublease is hereby approved, confirmed and ratified; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors adopts the Planning
2 Department's CEQA Determination and findings in the General Plan Referral as its own,
3 incorporates them into this Resolution, and affirms that the actions in this resolution are
4 consistent, on balance, with the General Plan and with Planning code, Section 101.1(b) for the
5 reasons set forth in the General Plan Referral; and, be it

6 FURTHER RESOLVED, That within thirty (30) days following the execution of the new
7 sublease, the Director of Property shall provide a copy of the new sublease to the Clerk of the
8 Board to include into Board File No. 230974.

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/s/
Budget and Analysis Division Director
on behalf of Ben Rosenfield, Controller

/s/
Andrico Q. Penick, Director of Property
Real Estate Division

Mayor Breed
BOARD OF SUPERVISORS

CITY AND COUNTY OF SAN FRANCISCO

BOARD OF SUPERVISORS

BUDGET AND LEGISLATIVE ANALYST

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292
FAX (415) 252-0461

September 22, 2023

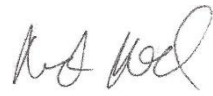
TO: Homelessness & Behavioral Health Select Committee
FROM: Budget and Legislative Analyst 
SUBJECT: September 29, 2023 Homelessness & Behavioral Health Select Committee Meeting

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1	23-0974 Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000	1

Item 1 File 23-0974	Department: Department of Homelessness and Supportive Housing (HSH)
EXECUTIVE SUMMARY	
<p style="text-align: center;">Legislative Objectives</p> <ul style="list-style-type: none"> The proposed resolution would authorize the Director of Property, on behalf of the Department of Homelessness and Supportive Housing (HSH), to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at Candlestick Point State Recreation Area (CPSRA), for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of \$312,000. <p style="text-align: center;">Key Points</p> <ul style="list-style-type: none"> In April 2019, the Board of Supervisors approved an ordinance that required HSH to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles. The City identified an underutilized parking lot at CPSRA, and the Board of Supervisors approved a resolution authorizing the Director of Property to negotiate a two-year sublease for the site, with rent paid by in-kind law and parking enforcement services. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years. The Bayview Vehicle Triage Center opened in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed by July 2022. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles. HSH is awaiting PG&E approval for power connections to meet the expanded capacity. <p style="text-align: center;">Fiscal Impact</p> <ul style="list-style-type: none"> Over the two-year term of the proposed sublease, HSH would pay \$624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the Bayview Vehicle Triage Center for two years are approximately \$11,596,115. <p style="text-align: center;">Policy Consideration</p> <ul style="list-style-type: none"> Given that PG&E often has long lead times for power connection projects, it is possible that site capacity may not expand during the two-year term of the proposed sublease. Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately \$140,000 per year, which is by far the most expensive homeless response intervention. <p style="text-align: center;">Recommendations</p> <ul style="list-style-type: none"> Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department's budget proposal. Approve the proposed resolution. 	

MANDATE STATEMENT

City Administrative Code 23.27 states that any lease with a term of one year or longer and where the City is the tenant is subject to Board of Supervisors approval by resolution.

BACKGROUND

In April 2019, the Board of Supervisors approved an ordinance that required the Department of Homelessness and Supportive Housing (HSH) to establish a Safe Overnight Parking Pilot Program to provide homeless people a safe place to park and sleep in their vehicles (File 19-0141). The City identified an underutilized parking lot at Candlestick Point State Recreation Area (CPSRA), which is owned by the California State Lands Commission and leased to the California Department of Parks and Recreation. In October 2019, the Board of Supervisors approved a resolution authorizing the Director of Property, on behalf of HSH, to negotiate and enter a sublease for 312,000 square feet of property at CPSRA to use as a vehicle triage center for an initial term of two years, with rent to be paid as in-kind law enforcement and parking enforcement services valued at \$1,796,090 (File 21-0966). To prepare the site, HSH installed a perimeter fence, solar lighting, guard shack, mobile trailers, potable water bibs, and portable toilets, and repainted the existing public restrooms. In April 2022, the Board of Supervisors authorized HSH to enter into a Standard Agreement with the California Department of Housing and Community Development (HCD) to accept and expend up to \$5,600,000 in grant funds to fund these improvements (File 22-0293). According to HSH, the Department has spent approximately \$4.6 million in grant funds and approximately \$1 million is available for future improvements, discussed below section below.

With the closure of the original vehicle triage center on San Jose Avenue, the Bayview Vehicle Triage Center is currently the only one operating in San Francisco. According to the 2022 Point-in-Time Homeless Count, there were approximately 1,055 homeless people living in vehicles in San Francisco. Similarly, the City's July 2023 Tent, Structure, and Vehicle Count identified 1,058 inhabited vehicles, of which 507 were located in District 10. The California Department of Parks and Recreation has agreed to a new sublease for an additional two years.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Director of Property, on behalf of HSH, to negotiate and enter into a sublease with the California Department of Parks and Recreation for 312,000 square feet of property to continue the City's use of the Bayview Vehicle Triage Center at CPSRA, for a term of two years from approximately January 13, 2024 through January 12, 2026, for annual base rent of \$312,000.¹ The proposed resolution would also authorize the Director of Property to execute documents, make certain modifications, and take certain actions in furtherance of the sublease, affirm findings under the California Environmental Quality Act

¹ Because the proposed rent is below \$45 per square foot annually, an appraisal is not required under Chapter 23 of the City's Administrative Code.

(CEQA), and find that the proposed sublease is in conformance with the General Plan and eight priorities of Planning Code Section 101.1.

The key terms of the proposed lease are shown in Exhibit 1 below.

Exhibit 1: Key Terms of Proposed Sublease

Term	Two years
Premises	312,000 square feet
Annual Rent	\$312,000
Capacity	150 parking spaces stated in lease, actual final capacity likely 69 spaces
Options to Extend	None
Utilities	Paid by City
Disposition of Improvements	City must remove all improvements and property at end of lease

Source: Proposed sublease

As noted above, HSH would no longer pay in-kind rent through law enforcement and parking enforcement services. According to HSH staff, the City would continue providing these services, but HSH has not estimated the costs.

Vehicle Triage Center

The Bayview Vehicle Triage Center opened at the site in January 2022. The site initially had anticipated capacity for 78 parking spaces with a goal of expanding to 150 parking spaces after site improvements were completed. However, due to the size of vehicles and vehicle spacing required by the State Fire Marshal, capacity has been limited to 35 vehicles and final capacity is now anticipated to be approximately 69 vehicles, pending connection to a permanent power source. HSH is awaiting PG&E approval for power connections, and also plans to repair water and sewer mains and pave the road. The remaining \$1 million from the HCD grant is available for these improvements, according to HSH staff.

According to Bryn Miller, HSH Senior Legislative Analyst, the triage center is typically filled to capacity and served 96 clients from 73 households in FY 2022-23, with an average stay of 218 days. Guests are often referred to the site by the Homeless Outreach Team, with a focus on homeless residents living in vehicles near Candlestick Point State Recreation Area.

Service Providers

HSH has contracts with the Bayview Hunters Point Foundation and Urban Alchemy to operate the triage center. Urban Alchemy operates the site, including site maintenance, reservations, storage, entry and exit, and laundry. Bayview Hunters Point Foundation provides engagement, case management, benefits navigation, wellness checks, emergency response and conflict resolution, children's and youth services, exit planning, and two daily meals for guests. The service agreements for both organizations require that both provide intake, orientation, assessments and individual service plans, referrals and coordination of services, and support groups and activities. The contracts with Urban Alchemy and Bayview Hunters Point Foundation expire in January 2024 and June 2024, respectively. According to Senior Legislative Analyst Miller, HSH plan to extend the contracts through the proposed sublease term.

Performance Monitoring

FY 2022-23 performance monitoring for Urban Alchemy indicated that it met all four service objectives but did not meet its two outcome objectives. Only 25 percent of guests were deemed to have a “positive exit” from the site, which is defined as an exit to shelter, housing, homeward bound, or a successful problem-solving resolution, which is below the goal of 50 percent.² HSH staff reported to our office that they still considered 25 percent of positive exits (4 of which were to housing) a sign that the program is working. We note this percentage is similar to the number of exits to housing observed in the Controller’s 2021 evaluation of the Vehicle Triage Center on San Jose Avenue.³

FY 2022-23 performance monitoring for Bayview Hunters Point Foundation indicated that it met all three service objectives and one outcome objective. There were no findings or required corrective actions.

Fiscal & Compliance Monitoring

The Department of Public Health (DPH) reviewed Bayview Hunters Point Foundation’s financial documents as part of the FY 2020-21 Citywide Fiscal and Compliance Monitoring program and identified four findings that were not yet in conformance and noted that failure to conform may result in “elevated concern” status. Bayview Hunters Point Foundation was one of two non-profits on elevated concern status in the Controller’s Citywide Nonprofit Monitoring and Capacity Building Program Report FY 2021-22, based on their lack of compliance with a grant agreement to provide fiscal sponsor service to United Council of Human Services, invoicing departments for costs not yet incurred, and turnover in leadership.⁴ The Controller’s Office, HSH, and DPH are each providing technical assistance to improve the organization’s financial condition and grant performance. HSH provided a status report from July 2023 that showed progress towards the goals of the technical assistance, including completion of an audited financial statement for FY 2020-21 and successful registration with the state as a charitable nonprofit, though the financial audit for FY 2021-22 and a complete cash flow analysis is still pending.

HSH reviewed Urban Alchemy’s financial documents as part of the FY 2022-23 Citywide Fiscal and Compliance monitoring program and identified 10 findings. All findings have been addressed and Urban Alchemy is now deemed to be in conformance.

FISCAL IMPACT

Over the two-year term of the proposed sublease, HSH would pay \$624,000 in total rent. In addition to rent, the Budget and Legislative Analyst estimates that total costs for operating the

² In addition, 70 percent of guests who completed the quarterly satisfaction survey rated the treatment of staff, connection to services, and safety as good or excellent, which is slightly below the goal of 75 percent. There were no findings for FY 2022-23 but a required follow-up from FY 2021-22 that case files are reviewed by a supervisor and that a form is created by September 30, 2022, was implemented.

³ Controller’s Office, “Vehicle Triage Center Evaluation,” February 1, 2021

⁴ These issues are also noted in the Controller’s November 2022 audit, “The City Must Determine Whether United Council of Human Services Should Continue Providing Services to San Francisco Residents Despite Continuing Noncompliance with City Grants.”

Bayview Vehicle Triage Center for two years are approximately \$11,596,115, as shown in Exhibit 2 below.

Exhibit 2: Estimated Bayview Vehicle Triage Center Costs

	FY 2023-24	FY 2024-25	FY 2025-26	Total
Rent	\$130,000	\$312,000	\$182,000	\$624,000
Urban Alchemy	2,881,203	2,989,356	1,796,105	7,666,664
Bayview Hunters Point	1,237,715	775,171	452,124	2,465,010
Service Contract Contingency (20%)	823,784	752,905	449,646	2,026,335
Total	\$5,072,702	\$4,829,432	\$2,879,875	\$12,782,009

Source: BLA estimates from HSH sources

Note: FY 2025-26 figures are through January 2026.

Service contract estimates are based on HSH estimates, which show a decrease in the Bayview Hunters Point contract and include a 20 percent contingency for unforeseen costs. In addition, law and parking enforcement costs are based on 2021 estimated annual costs of \$900,000, with five percent annual escalation. All lease and service contract costs would be funded by Proposition C funds, a gross receipts tax that funds homeless housing and services.

POLICY CONSIDERATION

Site Capacity

As stated above, the Bayview Vehicle Triage Center was planned to open with capacity for 78 parking spaces and expand to 150 spaces after improvements were expected to be complete by July 2022. However, due to the size of vehicles and spacing required by the State Fire Marshal, capacity is currently limited to 35 spaces, or 23 percent of originally anticipated capacity. HSH estimates that after power connections are completed, capacity would expand to approximately 69 vehicles, or 46 percent of originally anticipated capacity. Given that PG&E often has long lead times for power connection projects, and that the Bay Area Air Quality Management District (BAAQMD) has not given approval to use interim power generators, it is possible that site capacity may not expand during the two-year term of the proposed sublease. HSH staff report that they have not yet found another site suitable for a vehicle triage center.

Cost

Assuming an ongoing capacity of 35 vehicles per night, the cost per vehicle is approximately \$140,000 per year, which is by far the most expensive homeless response intervention. According to the Place for All report, the cost of shelter and supportive housing ranges from approximately \$40,000 to \$60,000 per slot and the cost of a safe sleeping site is \$87,600 per slot. If this site's capacity increases to 69 spots, the annual cost per spot would be \$70,000.

The operating costs of \$400 per night (with 35 spaces) are also an increase from approximately \$105 per vehicle per night in the 2021 Controller's Assessment of the original San Jose Avenue vehicle triage center. The original Vehicle Triage Center did not have on-site case management, which was estimated would increase costs to \$117 per spot per night.

We are recommending approval of the proposed resolution because operating a vehicle triage center is consistent with Administrative Code Chapter 119. However, given the high costs of this program, the Board should request HSH to report back on costs and benefits of lower cost service models to operate vehicle triage centers by June 2024 as part of the Department's budget request.

RECOMMENDATIONS

1. Request the Department of Homelessness & Supportive Housing report to the Board of Supervisors on the costs and benefits of lower cost service models to operate vehicle triage centers by June 2024, as part of the Department's budget proposal.
2. Approve the proposed resolution.

Location of LEASE/SUBLEASE/SUBLEASE AREA

CANDLESTICK POINT SRA
500 Hunters Point Expwy
San Francisco, CA 94124
San Francisco County

Agency Department of Parks and Recreation

STATE GROUND LEASE/SUBLEASE

State LEASE/SUBLEASE No.: 660-2021-048

LESSEE/SUBLESSEE: City and County of San Francisco

This LEASE/SUBLEASE (the LEASE/SUBLEASE), dated September , 2023 is made by and between the State of California, acting by and through California Department of Parks and Recreation, hereinafter referred to as STATE, and 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/SUBLESSEE. (STATE and LESSEE/SUBLESSEE may hereinafter be referred to as a Party, or collectively the Parties.

RECITALS

WHEREAS, Pursuant to Section 5003.17 of the Public Resources Code, STATE may LEASE/SUBLEASE real property acquired for state park system purposes for a period not to exceed 10 years; and

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 desires to LEASE/SUBLEASE from State a portion of the property at (Candlestick Point SRA) for the purpose of providing a Vehicle Triage Center services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; construction of certain On-Site Improvements related to same; and ancillary activities related to same.

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

WHEREAS, State Lands Commission authorized a change in land use or purpose for two years, improvements related to a temporary facility, and for STATE to execute a SUBLEASE with the City of San Francisco; and

WHEREAS, STATE finds that LESSEE/SUBLESSEE'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;

NOW THEREFORE, in consideration of the above recitals, which are herein incorporated, and the mutual promises contained herein, the parties agree to the following terms and conditions:

**PROPERTY
DESCRIPTION**

1. STATE does hereby LEASE/SUBLEASE to LESSEE/SUBLESSEE and LESSEE/SUBLESSEE does hereby hire from STATE approximately 312,000 square feet of parking lot area as described in **Exhibit A**, hereinafter referred to as

the "LEASE/SUBLEASE AREA", located in Candlestick Point SRA, in the County of San Francisco, State of California.

- USE** 2. The LEASE/SUBLEASE AREA shall be used by LESSEE/SUBLESSEE during the term hereof solely for the purpose of a Vehicle Triage Center and providing services for up to 150 vehicles (RVs and cars) for people experiencing homelessness and currently living in their vehicles; construction of certain On-Site Improvements related to same, as identified in the Site Map and plans included in the State Fire Marshal Permit #21-N-1920-C, attached hereto as **Exhibit B**; and ancillary activities related to same.
- TERM** 3. The term of this LEASE/SUBLEASE shall be Two (2) Years, commencing on January 11, 2024, and terminating on January 12, 2026, with such rights of termination as may be herein expressly set forth.
- RENT** 4. The Parties agree the annual fair market rent ("Base Rent") throughout the term of this LEASE/SUBLEASE for the use and rental by LESSEE/SUBLESSEE of the LEASE/SUBLEASE AREA to be \$312,000 per year. STATE further acknowledges that through joint exercise of powers under Government Code section 6502, it can authorize LESSEE/SUBLESSEE to exercise its jointly held powers within the geographic area of Candlestick Point SRA.
- HOLDINGOVER** 5. LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no assurance that the LEASE/SUBLEASE AREA or any other comparable space or facilities will be made available to LESSEE/SUBLESSEE beyond the term stated above or upon termination of this LEASE/SUBLEASE for any reason.
- ACCESS** 6. (a) LESSEE/SUBLESSEE shall access the LEASE/SUBLEASE AREA solely by the access route designated by **Exhibit B**, Site Map. Only the LESSEE/SUBLESSEE, its authorized agents, employees, contractors, and invitees shall have the right of ingress to and egress from the LEASE/SUBLEASE AREA. Access to the LEASE/SUBLEASE AREA shall be limited to that which is reasonably necessary to exercise the rights herein granted. LESSEE/SUBLESSEE shall not permit the public to access or use the LEASE/SUBLEASE AREA or designated access route, and shall not permit any other persons or entities to occupy the LEASE/SUBLEASE AREA, except as expressly approved by this agreement.
- (b) STATE makes no representation regarding the condition of the access road that serves the LEASE/SUBLEASE AREA. By use of the access road, LESSEE/SUBLESSEE accepts such use of the road in its "as-is" condition.

(c) LESSEE/SUBLESSEE shall use said road at its sole risk. LESSEE/SUBLESSEE shall avoid traveling upon it to the greatest extent practicable whenever weather conditions are such that excessive damage to the road surface may result from such use; and further, LESSEE/SUBLESSEE shall, at its own expense, promptly repair any road damage caused by its use, including such road surface protective features as water drains, berms, or culverts, after obtaining the written approval of STATE for any proposed repair work.

UTILITIES**7.**

(a) LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no warranty as to the existence, availability, or reliability of utilities for the LEASE/SUBLEASE AREA.

(b) LESSEE/SUBLESSEE to be solely responsible for all utilities servicing the LEASE/SUBLEASE AREA including but not limited to electricity, water and sewer. LESSEE/SUBLESSEE at its sole expense will establish and pay all utilities as described in Resolution No. 479-21, adopted on October 19, 2021.

(c) During the term, or any holdover or extension, of this LEASE/SUBLEASE, LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA free of all liens and shall not in any way encumber or cloud title to the LEASE/SUBLEASE AREA or any part thereof. LESSEE/SUBLESSEE shall promptly pay all obligations and all debts contracted by it, and shall pay all charges for utilities connected to, consumed by or used by LESSEE/SUBLESSEE upon the LEASE/SUBLEASE AREA to the end that no liens shall attach thereto.

**WATER AND
IRRIGATION****8.**

LESSEE/SUBLESSEE acknowledges and accepts that STATE offers no warranty as to the existence, availability, quality or quantity of water on, to or for the LEASE/SUBLEASE AREA.

**IMPROVE-
MENTS &
MODIFICA-
TIONS****9.**

(a) LESSEE/SUBLESSEE may improve the LEASE/SUBLEASE AREA to the extent necessary to fulfill the purposes of this LEASE/SUBLEASE as set forth in Section 2 above; provided, however, that any such improvement shall not interfere with any other improvement under control of STATE, its agents or representatives on or off the LEASE/SUBLEASE AREA, operation of Candlestick Point State Recreation Area, or any other interest or right of any person or entity in the State property, unless STATE approves otherwise in writing. All plans and proposed improvements or other changes to the LEASE/SUBLEASE AREA or existing improvements shall require the written approval of STATE prior to commencement of such work. Such approval shall not be unreasonably withheld by STATE. Such approvals by STATE shall not constitute or be construed as approval of LESSEE/SUBLESSEE's plans, improvements, equipment, materials, construction, designs or work for safety or liability purposes, or for purposes of determining compliance with applicable laws. Such approval shall not be construed as a waiver by State of LESSEE/SUBLESSEE's obligation to comply with any and all terms and conditions of this LEASE/SUBLEASE, including, but not limited to, the obligations to maintain the LEASE/SUBLEASE AREA and all improvements in a safe, sanitary condition and to comply with all applicable laws. All plans shall be prepared by a qualified professional appropriately licensed in the State of California. All work shall comply with the approved plans. STATE shall approve or reject

LESSEE/SUBLESSEE's plans within 60 days of receipt, unless STATE needs more time and notifies LESSEE/SUBLESSEE in writing of a different date for approval or rejection.

(b) If any of LESSEE/SUBLESSEE's improvements or equipment is destroyed by acts of nature or other causes, LESSEE/SUBLESSEE may replace them with improvements or equipment of the same general type that meet or exceed the technical specifications of the original equipment if the replacement improvement or equipment occupies no more physical space, has no greater environmental impact, and consumes no more electrical power than the original.

(c) LESSEE/SUBLESSEE shall be responsible for ensuring that all work, operations, construction and other activities by LESSEE/SUBLESSEE, its employees, officers, volunteers, agents, contractors and subcontractors at, on or around the LEASE/SUBLEASE AREA shall be done in a lawful manner and comply with Subsection (a).

(d) LESSEE/SUBLESSEE shall notify STATE at least thirty (30) days prior to the commencement of any and all construction, repair or other work on the LEASE/SUBLEASE AREA.

(e) Upon completion of any and all work, LESSEE/SUBLESSEE shall provide STATE with a copy of a recorded Notice of Completion within five (5) days of the recording and LESSEE/SUBLESSEE shall submit to STATE evidence that all works of improvement are clear of any mechanics' liens or stop notices.

(f) LESSEE/SUBLESSEE may furnish, install, use, maintain and remove such lawful equipment and other personal property on the LEASE/SUBLEASE AREA as is necessary to exercise the rights herein granted and consistent with the purpose of this LEASE/SUBLEASE as set forth in Section 2 above.

(g) No vehicle or equipment refueling, maintenance, or repairs will be permitted within the LEASE/SUBLEASE AREA or lands subject to STATE jurisdiction.

(h) In making any excavation for construction, installation, demolition, removal or modification of improvements or equipment on the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the surface of the ground and any existing improvement thereon to as near the same condition as they were in prior to such excavation as is practicable, unless otherwise approved by STATE in writing.

(i) If concentrations of prehistoric or historic-period materials are encountered during ground-disturbing work, all work in the immediate vicinity should halt and contractors redirected to other areas/tasks. The discovery should be protected until a State Park Archaeologist can evaluate the finds and make recommendations. Cultural materials may include obsidian and flaked-stone tools or toolmaking debris, culturally darkened soil ("midden") containing artifacts, or shellfish remains, stone milling equipment (e.g., mortars, pestles), stone, concrete, or adobe footings and walls, artifact-filled wells or privies; and deposits of historic-era refuse including metal, glass, and/or ceramic artifacts.

In the event that human remains are discovered all work within the immediate vicinity of the find will cease and the project manager will notify the appropriate DPR personnel. Section 7050.5 of the California Health and Safety Code states that it is a misdemeanor to knowingly disturb a human burial. Any human remains and/or funerary objects will be left in place or returned to the point of discovery and covered. The DPR Superintendent (or authorized representative) will notify the County Coroner. If human remains are of Native American origin, the Coroner must notify the Native American Heritage Commission within 24 hours of that determination. The Commission then notifies the Most Likely Descendant, who has 48 hours to make recommendations to the landowner for the disposition of the remains.

**DISPOSITION
OF IMPROVE-
MENTS**

- 10.** (a) LESSEE/SUBLESSEE shall, at its sole cost and expense, remove all of its improvements, appurtenances and personal property prior to expiration date of this LEASE/SUBLEASE or within sixty (60) days after a termination of this LEASE/SUBLEASE that occurs prior to the expiration date, and shall restore the entire LEASE/SUBLEASE AREA as near as possible to the condition it was in immediately prior to the execution of this LEASE/SUBLEASE; provided, however, upon said expiration or termination of LESSEE/SUBLESSEE's tenancy, LESSEE/SUBLESSEE may, with the prior written consent of STATE, abandon in place all or a portion of said improvements and appurtenances, whereupon title to such improvements and appurtenances shall vest in STATE. LESSEE/SUBLESSEE's obligation to remove its property and restore the LEASE/SUBLEASE AREA to its original condition shall survive the termination of this LEASE/SUBLEASE.
- (b) For any improvements and appurtenances that will be abandoned in place and become the property of the STATE, LESSEE/SUBLESSEE shall provide STATE with a complete set of "as-built" plans in a format reasonably acceptable to STATE. LESSEE/SUBLESSEE shall also provide STATE with a verified report showing that such property is in full compliance with all state and federal accessibility laws, including, but not limited to, the Americans with Disabilities Act of 1990, if and to the extent applicable.
- (c) Should LESSEE/SUBLESSEE fail to remove its property and restore the LEASE/SUBLEASE AREA as required herein, STATE may do so at the risk of LESSEE/SUBLESSEE, and all cost and expense of such removal and restoration shall be paid by LESSEE/SUBLESSEE to STATE within ten (10) days of receipt of a written demand from STATE.

NOTICES

- 11.** (a) All notices or other communications required or permitted hereunder shall be in writing with STATE LEASE/SUBLEASE Number 660-2021-048 prominently displayed, and shall be personally delivered (including by means of professional messenger service) or sent by overnight courier, or sent by registered or certified mail, postage prepaid, return receipt requested, to the addresses set forth below.
- (b) All such notices or other communications shall be deemed received (1) if personally delivered or sent by overnight courier, on the date of delivery to the address of the person to receive such notice, or (2) if mailed as provided above, on the date of receipt or rejection, if the date is Monday through Friday between 6:00

a.m. and 5:00 p.m. Pacific Time, so long as such day is not a state or federal holiday, in which case it shall be deemed received on the next business day.

TO STATE:

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

Phone number: 707-769-5652

With a copy to:

California Department of Parks and Recreation
Acquisition and Real Property Services Division (Lease No. 660-2021-048)
One Capitol Mall, Ste. 410
Sacramento, CA 95814

Phone number:

TO LESSEE/SUBLESSEE:

Director of Real Estate
City and County of San Francisco
25 Van Ness Avenue, Suite 400
San Francisco, CA 94102
(415) 554-9850

With a copy to:

Department of Homelessness and Supportive Housing
400 Turk Street
San Francisco, CA 941
Attn:

City Attorney's Office
City Hall, Room 234
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102
Re: Candlestick Point State Recreation Area - VTC

Notice of change of address or telephone shall be given by written notice in the manner described in this Section.

Each Party shall send notices to all persons and offices listed above and the failure to provide notice to all offices shall be deemed to constitute a lack of notice.

LIENS

12.

(a) During the term of this LEASE/SUBLEASE or any extension or holding over by LESSEE/SUBLESSEE, LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA free from any liens or encumbrances arising out of any work performed, materials furnished, or obligations incurred by LESSEE/SUBLESSEE, its agents, contractors or subcontractors. LESSEE/SUBLESSEE shall indemnify, hold harmless and defend STATE from and against any such liens and encumbrances that may arise as a result of

LESSEE/SUBLESSEE's failure to do so. STATE shall not be responsible or liable for any work or materials furnished to LESSEE/SUBLESSEE, its contractors or subcontractors on credit, and no mechanic's or other liens for any such work or materials shall attach to or affect STATE's interest in the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE shall within thirty (30) days after being furnished notice of the filing of any such lien take any necessary action, including, but not limited to, paying the amount owed, bonding or otherwise, to discharge or satisfy any such lien. A failure of LESSEE/SUBLESSEE to remove or satisfy such lien within thirty (30) days after receiving notice of the lien from State or the lien holder, whichever comes first, shall constitute a default of this LEASE/SUBLEASE by LESSEE/SUBLESSEE, notwithstanding any other provision of this LEASE/SUBLEASE.

(b) STATE shall have the right at all times to post and keep posted on the LEASE/SUBLEASE AREA any notices permitted or required by law to be posted, or that STATE deems proper for its protection or the protection of the LEASE/SUBLEASE AREA and STATE from liens. Nevertheless, if any lien is recorded against STATE's property as a result of LESSEE/SUBLESSEE's acts or omissions and LESSEE/SUBLESSEE fails within thirty (30) days after written notice from STATE or the lien holder, whichever comes first, to pay, settle, or otherwise effectuate release of such lien, or deposit into escrow with a reputable bank or trust company in California a sum sufficient to satisfy such lien in full, or in the event of litigation related to such lien, then upon the failure of LESSEE/SUBLESSEE to satisfy such lien, STATE may pay or otherwise dispose of said lien, or defend, settle, or compromise any lawsuit brought to foreclose the same, in its sole discretion, and all amounts so paid by STATE and any other loss sustained by STATE on that account, including its reasonable attorney's fees and other costs, shall be repaid to STATE by LESSEE/SUBLESSEE within ten (10) days upon written demand by STATE and shall be in addition to any other payment obligations of LESSEE/SUBLESSEE under the terms of this LEASE/SUBLEASE.

**STATE'S RIGHT
TO ENTER**

13.

(a) During continuance in force of this LEASE/SUBLEASE, STATE and its authorized agents shall have the right at all reasonable times to go upon the LEASE/SUBLEASE AREA for survey, inspection or any other lawful STATE purpose, to the extent such access does not unreasonably interfere with LESSEE/SUBLESSEE's uses.

(b) STATE shall provide LESSEE/SUBLESSEE with written notice of intent to enter the LEASE/SUBLEASE AREA at least twenty-four (24) hours prior to the entry, except in the event of an emergency. In the event of an emergency, as reasonably determined by the STATE, STATE shall notify LESSEE/SUBLESSEE as soon as practicable.

(c) LESSEE/SUBLESSEE shall provide to STATE any and all new keys, codes and/or lock combinations that will be required for access to the LEASE/SUBLEASE AREA prior to LESSEE/SUBLESSEE making any changes to the existing security measures. LESSEE/SUBLESSEE shall deliver a copy of any such key, code and/or lock combinations to STATE's Bay Area District Superintendent.

SIGNAGE

14.

LESSEE/SUBLESSEE shall not affix, display, inscribe, paint or otherwise post any signs, billboards, placards or other displays on the LEASE/SUBLEASE 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/SUBLEASE and consistent with protecting the visual resources of Candlestick Point SRA, 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.

**PROTECTION
OF
LEASE/SUBLE
LEASE AREA;
RESTRIC-
TIONS**

15.

(a) LESSEE/SUBLESSEE shall not remove soil from, or dump refuse on, the LEASE/SUBLEASE AREA or any portion of the Candlestick Point State Park except with the prior written approval of STATE.

(b) LESSEE/SUBLESEE shall not commit, suffer to be committed, maintain or permit any waste or nuisance on the LEASE/SUBLEASE AREA or other STATE property and shall not use or permit the use of the LEASE/SUBLEASE AREA for any illegal purposes or activities.

(c) LESSEE/SUBLESSEE shall be responsible for inspecting and maintaining all trees and vegetation on the LEASE/SUBLEASE AREA, except that LESSEE/SUBLESSEE shall not cut or remove any trees or brush thereon without the prior written approval of STATE. In case of emergency, LESSEE/SUBLESSEE 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/SUBLESSEE shall notify STATE as soon as possible and shall do no further cutting or removal until State approves in writing.

(d) LESSEE/SUBLESSEE shall at all times exercise due diligence in the protection of the LEASE/SUBLEASE AREA and Candlestick Point State Park against damage or destruction by fire or any other causes.

(e) No article or material that is contraband shall be brought onto the LEASE/SUBLEASE AREA. Contraband includes, but is not limited to, illegal narcotics, firearms, edged weapons, and explosives.

(f) LESSEE/SUBLESEE shall maintain the LEASE/SUBLEASE AREA, including all improvements, in a weed-free condition and in good repair, and shall operate the LEASE/SUBLEASE 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.

(g) LESSEE/SUBLESSEE expressly covenants and agrees to repair at LESSEE/SUBLESSEE's own expense any damage done to any water pipe, or pavement on the LEASE/SUBLEASE AREA.

(h) LESSEE/SUBLESEE shall not remove any fixtures, machinery, equipment or other property owned by STATE from the LEASE/SUBLEASE AREA without STATE's prior written consent.

(i) Except as otherwise provided herein, LESSEE/SUBLESSEE shall refrain from interfering with the public's use and STATE's operation of Candlestick Point State Recreation Area and shall comply with all applicable state park regulations.

- MINERAL RIGHTS 16.** LESSEE/SUBLESSEE shall not interfere in any way with the interests of any person or persons who may presently, or in the future, hold oil, gas, or other mineral interests upon or under said LEASE/SUBLEASE AREA, nor shall LESSEE/SUBLESSEE in any way interfere with the rights of ingress and egress of said interest holders.
- EASEMENTS 17.** This LEASE/SUBLEASE is subject to all existing easements and rights of way.
- FENCING 18.** STATE does not warrant the existence of fences in and around the LEASE/SUBLEASE AREA. Any existing fences, corrals, and cross fences may not be the property of STATE and STATE does not warrant their availability for LESSEE/SUBLESSEE's use. LESSEE/SUBLESSEE may, with prior written approval of STATE, and at LESSEE/SUBLESSEE's sole cost and expense, provide other fencing not inconsistent with STATE's use of adjoining lands. Such other fences installed by LESSEE/SUBLESSEE shall remain the property of LESSEE/SUBLESSEE, shall be maintained by LESSEE/SUBLESSEE at LESSEE/SUBLESSEE's sole cost and expense, and shall be removed by LESSEE/SUBLESSEE, and the land restored to the condition it was in prior to installation of the fence, upon expiration or termination of this LEASE/SUBLEASE; provided, however, with written approval of STATE, such fences may be left in place at the expiration or termination of this LEASE/SUBLEASE and shall thereupon become the property of STATE.
- PERMITS AND APPROVALS 19.** LESSEE/SUBLESSEE shall be responsible for obtaining all of the certificates, permits, licenses, and other approvals that may be required by any governmental agency having jurisdiction over such certificates, permits, licenses or approvals in connection with LESSEE/SUBLESSEE's use of, or activities in, the LEASE/SUBLEASE AREA.
- FEES 20.** LESSEE/SUBLESSEE shall pay STATE an administration/technical review fee to reimburse STATE for STATE's administrative costs related to any action initiated by LESSEE/SUBLESSEE requiring LEASE/SUBLEASE administration or technical review by STATE staff or consultants, such as, but not limited to, assignment of this LEASE/SUBLEASE, any amendment of this LEASE/SUBLEASE, 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/SUBLESSEE 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/SUBLESSEE 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/SUBLESSEE and paid by LESSEE/SUBLESSEE to DGS.

DEFAULT**21.** The occurrence of any of the following shall constitute a material breach and default of this LEASE/SUBLEASE by LESSEE/SUBLESSEE.

(a) Failure of LESSEE/SUBLESSEE to occupy and operate the LEASE/SUBLEASE AREA for the purposes stated herein for a period of three (3) consecutive months or more where such failure is not cured within thirty (30) days after notice of such abandonment is given by STATE to LESSEE/SUBLESSEE.

(b) A failure by LESSEE/SUBLESSEE to comply with any other provision, obligation or requirement of this LEASE/SUBLEASE applicable to LESSEE/SUBLESSEE, where such failure continues for thirty (30) days after written notice thereof by STATE to LESSEE/SUBLESSEE; provided, however, that if the nature of such default is such that it cannot be reasonably cured within said thirty (30) day period, LESSEE/SUBLESSEE shall not be deemed to be in default if LESSEE/SUBLESSEE shall within such period commence such cure and thereafter diligently prosecute the same to completion.

(c) LESSEE/SUBLESSEE becomes insolvent or makes any general assignment or general arrangement for the benefit of creditors; the filing by or against LESSEE/SUBLESSEE of a petition to have LESSEE/SUBLESSEE adjudged bankrupt or of a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against LESSEE/SUBLESSEE the same is dismissed within sixty (60) days); the appointment of a trustee or receiver to take possession of substantially all of LESSEE/SUBLESSEE's assets, where possession is not restored to LESSEE/SUBLESSEE within forty-five (45) days; or the attachment, execution or other judicial seizure of substantially all of LESSEE/SUBLESSEE's assets, where such seizure is not discharged within thirty (30) days.

REMEDIES**22. STATE's Remedies**

(a) In the event of any material default or breach by LESSEE/SUBLESSEE, 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/SUBLEASE in full force and effect and recover the rent and other monetary charges as they become due, without terminating LESSEE/SUBLESSEE's right to possession, irrespective of whether LESSEE/SUBLESSEE shall have abandoned the LEASE/SUBLEASE AREA. STATE has the remedy described in California Civil Code Section 1951.4 (STATE may continue the LEASE/SUBLEASE in effect after LESSEE/SUBLESSEE's breach and abandonment and recover rent as it becomes due, if LESSEE/SUBLESSEE has the right to sublet or assign,

subject only to reasonable limitations). In the event STATE elects not to terminate the LEASE/SUBLEASE, STATE shall have the right to attempt to re-let the LEASE/SUBLEASE 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/SUBLEASE AREA as STATE deems reasonable and necessary without being deemed to have elected to terminate the LEASE/SUBLEASE, including removal of all persons and property from the LEASE/SUBLEASE AREA; such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of LESSEE/SUBLESSEE. In the event any such re-letting occurs, this LEASE/SUBLEASE shall terminate automatically upon the new LESSEE/SUBLESSEE taking possession of the LEASE/SUBLEASE AREA. Notwithstanding that if STATE fails to elect to terminate the LEASE/SUBLEASE initially under this sub-section, STATE at any time during the term of this LEASE/SUBLEASE may elect to terminate this LEASE/SUBLEASE by virtue of such previous default of LESSEE/SUBLESSEE.

- ii. Terminate LESSEE/SUBLESSEE's right to possession by any lawful means, in which case this LEASE/SUBLEASE shall immediately terminate and LESSEE/SUBLESSEE shall immediately surrender possession of the LEASE/SUBLEASE AREA to STATE. In such event, STATE shall be entitled to recover from LESSEE/SUBLESSEE all damages incurred by STATE by reason of LESSEE/SUBLESSEE's default including, but not limited to, the following:
 - (A) The amount of the rent LESSEE/SUBLESSEE would have paid for the balance of the term had the LEASE/SUBLEASE 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/SUBLEASE AREA to another LESSEE/SUBLESSEE during the balance of the term; and
 - (B) Any amount necessary to compensate STATE for all the detriment proximately caused by LESSEE/SUBLESSEE's failure to perform its obligations under this LEASE/SUBLEASE 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/SUBLEASE AREA, STATE shall have the right to make any reasonable repairs, alterations or modifications to the LEASE/SUBLEASE AREA which STATE in its sole discretion deems reasonable and necessary.
- (c) In the event STATE terminates this LEASE/SUBLEASE pursuant to this Section, STATE shall not be required to pay LESSEE/SUBLESSEE any sum or sums whatsoever.

INTEREST DUE 23.

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	24.	<p>LESSEE/SUBLESSEE shall not transfer or assign this LEASE/SUBLEASE, and shall not sublet, license, permit or suffer any use by third parties of the LEASE/SUBLEASE AREA or any part thereof, or LEASE/SUBLEASE space in any building or structure constructed on the LEASE/SUBLEASE 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/SUBLEASE by LESSEE/SUBLESSEE or any partner, principal, or controlling stockholder of LESSEE/SUBLESSEE, as the case may be, to any other person, corporation, partnership or other entity.</p>
RIGHTS RESERVED BY STATE	25.	<p>(a) STATE reserves the right to use the LEASE/SUBLEASE AREA, 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, and the continuous right of ingress to and egress from any portion or portions of said real property; provided, however, such use shall be done in a manner that does not unreasonably interfere with the exercise of the rights granted to LESSEE/SUBLESSEE.</p> <p>(b) Any grant to LESSEE/SUBLESSEE herein is subject to all valid and existing contracts, LEASE/SUBLEASEs, licenses, easements, encumbrances and claims of title which may affect said LEASE/SUBLEASE AREA.</p> <p>(c) Right to Reclaim: State reserves the right to reclaim and reoccupy the LEASE/SUBLEASE AREA when necessitated due to National or State Emergency. State will not be responsible for any adverse effects, losses, damages or liability suffered by LESSEE/SUBLESSEE as a result of STATE's reclaiming and re-occupying the LEASE/SUBLEASE AREA in such circumstances.</p>
FIRE AND CASUALTY	26.	<p>STATE shall not be responsible for insuring improvements which are owned, constructed or installed by LESSEE/SUBLESSEE under the provisions of this LEASE/SUBLEASE against fire or casualty, and LESSEE/SUBLESSEE shall make no claim of any nature against STATE by reason of any damage to the business or property, including personal property and equipment, of LESSEE/SUBLESSEE in the event of damage or destruction by fire or other cause.</p>
HAZARDOUS MATERIALS	27.	<p>(a) LESSEE/SUBLESSEE shall not keep, store, possess, sell, purchase, generate, LEASE/SUBLEASE, transport or dispose of any merchandise or materials that are in any way explosive or hazardous; provided, however, LESSEE/SUBLESSEE may use or keep on the LEASE/SUBLEASE AREA such materials, supplies, equipment and machinery as are necessary and customary in the implementation of the purposes for which this LEASE/SUBLEASE is executed, and for proper maintenance and protection of the LEASE/SUBLEASE AREA. Gasoline, oils and other materials considered under law or otherwise to be hazardous shall be stored, handled and dispensed in compliance with all applicable laws.</p> <p>(b) LESSEE/SUBLESSEE shall be solely responsible for obtaining all applicable authorizations necessary to enjoy this LEASE/SUBLEASE and shall comply with all applicable laws, including, but not limited to, all local, state and federal environmental laws, and all laws and government orders applicable to the use, storage, possession, sale, purchase, generation, release, transportation and</p>

disposal of any hazardous substance, as that term is defined in such applicable law. The LEASE/SUBLEASE of non-pesticide petrochemicals on the LEASE/SUBLEASE AREA or state park lands is prohibited. All refueling operations shall have a spill plan signed by a registered engineer and shall use a liner in the secondary container design. LESSEE/SUBLESSEE shall immediately notify State in writing in the event of any spill or other incident involving hazardous substance contamination or a violation of law, and shall undertake the appropriate remedial actions.

(c) In the event STATE, its officers, employees, and/or agents should incur any loss, damages, claims, demands, liability, fines, penalties, costs, or expenses, including attorney's fees and costs, as a result of the LESSEE/SUBLESSEE's illegal or alleged illegal use, storage, release, generation, sale, purchase, possession, transportation, or disposal of any hazardous substance, including any petroleum derivative, the LESSEE/SUBLESSEE shall indemnify, defend, save and hold harmless the STATE, its officers, employees and/or agents against such loss, damages, claims, demands, liability, fines, penalties, costs and expenses.

(d) Where the LESSEE/SUBLESSEE is found to be in breach of this Section due to the issuance of a government order directing the LESSEE/SUBLESSEE to cease and desist any action, or to take any action, in connection with a hazardous substance, or to remediate a contaminated condition caused by the LESSEE/SUBLESSEE, its agent, contractor, or any other person acting on behalf of LESSEE/SUBLESSEE or under LESSEE/SUBLESSEE's authority or direction, LESSEE/SUBLESSEE 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.

**PEST
CONTROL**

- 28.** 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/SUBLESSEE, its employees, agents, or contractors. The LESSEE/SUBLESSEE, or a licensed pest control contractor acting on behalf of the LESSEE/SUBLESSEE, shall submit a pest control recommendation on a form approved by the STATE to the STATE's Bay Area District Superintendent for approval. The STATE shall approve or deny the request within fourteen (14) days (this can be modified if needed). LESSEE/SUBLESSEE, or the pest control contractor acting on behalf of the LESSEE/SUBLESSEE, 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/SUBLESSEE and all of LESSEE/SUBLESSEE's employees, agents, and contractors shall take all actions necessary to prevent the inadvertent transport of pest species into or out of the LEASE/SUBLEASE AREA or the surrounding areas.

LESSEE/SUBLESSEE shall have a written training program for LESSEE/SUBLESSEE's employees who handle pesticides. This program shall comply with California Code of Regulations Title 3, Section 6724. LESSEE/SUBLESSEE and/or any pest control contractor hired by the LESSEE/SUBLESSEE shall comply with all applicable laws and regulations.

**CONDITION OF
LEASE/SUBLE
ASE AREA**

- 29.** (a) LESSEE/SUBLESSEE is aware of the current condition of the LEASE/SUBLEASE AREA and accepts the LEASE/SUBLEASE AREA in its "as is" condition, with all faults and defects, known or unknown, if any. LESSEE/SUBLESSEE has inspected the LEASE/SUBLEASE AREA and by use of

the LEASE/SUBLEASE AREA accepts and acknowledges the LEASE/SUBLEASE AREA as being in good order, condition and repair.

(b) STATE shall not be obligated to make any repairs or improvements on the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE shall keep the LEASE/SUBLEASE AREA in good order and safe condition at its own expense.

- | | | |
|--|------------|---|
| VACATING
THE
LEASE/SUBLE
ASE/SUBLEAS
E AREA | 30. | LESSEE/SUBLESSEE shall, upon expiration or termination of this LEASE/SUBLEASE, peaceably leave, surrender, and yield up to STATE the LEASE/SUBLEASE AREA and shall restore the LEASE/SUBLEASE AREA as provided in Section 10 of this LEASE/SUBLEASE. |
| RECOVERY OF
LEGAL FEES | 31. | 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 LEASE/SUBLEASE AREA, or to protect any rights given to STATE against LESSEE/SUBLESSEE, and if STATE will prevail in such action, the LESSEE/SUBLESSEE 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. |
| TAXES AND
ASSESSMENT
S | 32. | LESSEE/SUBLESSEE agrees to pay all lawful taxes, or charges that at any time may be levied upon its interest in this LEASE/SUBLEASE or the LEASE/SUBLEASE AREA. LESSEE/SUBLESSEE understands that this LEASE/SUBLEASE may create a possessory interest subject to property taxation and LESSEE/SUBLESSEE may be subject to the payment of taxes levied on such interest. STATE may require LESSEE/SUBLESSEE to reimburse STATE for any assessment or portion of an assessment levied on the STATE property that benefits the LEASE/SUBLEASE AREA, and LESSEE/SUBLESSEE shall pay such reimbursement within thirty (30) days of receiving an invoice from STATE. |
| NON-
DISCRIMINA-
TION | 33. | <p>(a) In the performance of this LEASE/SUBLEASE, the LESSEE/SUBLESSEE 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, or use of family care leave. LESSEE/SUBLESSEE shall ensure that the evaluation and treatment of its employees and applicants for employment are free from such discrimination and harassment.</p> <p>(b) Such prohibition shall apply to, but not be limited to, actions related 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.</p> <p>(c) LESSEE/SUBLESSEE shall comply with the provisions of the Fair Employment and Housing Act (including Government Code Section 12990) and the applicable regulations promulgated to implement such law. The applicable regulations of the Fair Employment and Housing Commission implementing Government Code 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/SUBLEASE by reference and made a part thereof as if set forth in full. LESSEE/SUBLESSEE shall give written notice of its obligations under this Clause to any labor</p> |

organizations with which LESSEE/SUBLESSEE has a collective bargaining or other agreement. LESSEE/SUBLESSEE shall include the non-discrimination and compliance provisions of this clause in all contracts or subcontracts to perform work under this LEASE/SUBLEASE.

(d) Remedies for violations:

(1) STATE may determine a 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/SUBLESSEE 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/SUBLESSEE has violated the Fair Employment Practices Act and has issued an order pursuant to the appropriate provisions of the Government Code.

(2) STATE shall have the right to terminate this LEASE/SUBLEASE, and any loss or damage sustained by STATE by reason of the termination shall be borne and paid for by the LESSEE/SUBLESSEE.

INSURANCE 34. If LESSEE/SUBLESSEE is self-insured in whole or in part as to any of the described types and levels of insurance coverage set forth below, LESSEE/SUBLESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE/SUBLEASE. The STATE may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE abandons its self-insured status, LESSEE/SUBLESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Section pertaining to required policies of insurance.. If LESSEE/SUBLESSEE assigns all or part of the LEASE/SUBLEASE pursuant to this LEASE/SUBLEASE, the insurance requirements set forth below shall apply to such assignee.

LESSEE/SUBLESSEE shall cause its contractors to maintain a policy or policies of insurance as follows and such contractors shall provide to STATE a certificate of insurance with STATE LEASE/SUBLEASE Number 660-2021-048 indicated on the face of said certificate, issued to STATE with evidence of insurance as follows:

COMMERCIAL GENERAL LIABILITY

LESSEE/SUBLESSEE shall maintain general liability with limits of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of the LEASE/SUBLEASE AREA, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to LESSEE/SUBLESSEE's limit of liability.

The policy must include the State of California, Department of Parks and Recreation, their officers, employees and agents as additional insureds, at no cost to STATE, with respect to activities performed under the LEASE/SUBLEASE. The additional insured endorsement must be provided with the certificate of insurance.

AUTOMOBILE LIABILITY

LESSEE/SUBLESSEE shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident for bodily injury and property damage. The policy must include the State of California, Department of Parks and Recreation, their officers, employees and agents as additional insured, at no cost to STATE, 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.

WORKERS' COMPENSATION

LESSEE/SUBLESSEE shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the LEASE/SUBLEASE, 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/SUBLESSEE shall ensure that the following general requirements are met:

- (a)** Insurance Companies must be with an AM Best rating of A- VII or higher.
- (b)** LESSEE/SUBLESSEE shall provide STATE with certificates of insurance for all insurance policies and a copy of all endorsements. Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance. This endorsement shall be supplied in a form acceptable to the California Department of General Services Office of Risk and Insurance Management.
- (c)** Coverage shall be in force at all times for the complete term of this LEASE/SUBLEASE and any option period or holdover. If an insurance policy expires during the term of the LEASE/SUBLEASE, an option period or a holdover, a new certificate showing evidence of coverage, plus copies of any required endorsements, must be received by the STATE at least ten (10) days prior to the expiration date of the expiring policy. This new insurance must still meet the terms of this LEASE/SUBLEASE.
- (d)** LESSEE/SUBLESSEE shall notify the State within five (5) days of LESSEE/SUBLESSEE's receipt of any notice of cancellation or non-renewal of any insurance required by this LEASE/SUBLEASE. Evidence of replacement insurance must show no interruption of the required insurance coverage.
- (e)** LESSEE/SUBLESSEE is responsible for any deductible or self-insured retention contained within the insurance program.
- (f)** Notwithstanding any other provision of this LEASE/SUBLEASE, in the event LESSEE/SUBLESSEE fails to keep in effect at all times the specified insurance coverage required herein, the STATE may, in addition to any other remedies it may have, immediately terminate this LEASE/SUBLEASE upon the occurrence of such event.

(g) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the STATE.

(h) If LESSEE/SUBLESSEE is self-insured in whole or in part as to any of the above described types and levels of insurance coverage, LESSEE/SUBLESSEE shall provide STATE with written acknowledgment of this fact at the time of the execution of this LEASE/SUBLEASE. The STATE may require financial information to justify LESSEE's self-insured status. If, at any time after the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE abandons its self-insured status, LESSEE/SUBLESSEE shall immediately notify STATE of this fact and shall comply with all of the terms and conditions of this Section pertaining to required policies of insurance.

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

**HOLD
HARMLESS
INDEMNIFI-
CATION**

- 35.** LESSEE/SUBLESSEE waives all claims and demands against STATE, its officers, agents, and/or employees for any and all loss, injury, death or damage caused by, arising out of, or in any way connected with this LEASE/SUBLEASE, the LEASE/SUBLEASE AREA or any access route to the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE's use of the LEASE/SUBLEASE AREA or any access route, or LESSEE/SUBLESSEE's implementation or exercise of the rights granted by this LEASE/SUBLEASE. LESSEE/SUBLESSEE shall protect, save, hold harmless, indemnify, and defend STATE, its officers, agents, and/or employees, from and against any and all loss, damage, claims, demands, liability, costs, recoveries, settlements, penalties, fines and expenses, including, without limitation, all legal fees, attorney fees, accounting fees, expert witness fees, consultant fees, interest and expenses related to the response to, settlement, and/or defense of any claims, legal actions, or liability, which may be suffered or incurred by STATE, its officers, agents and/or employees, caused by, arising out of, or in any way connected with this LEASE/SUBLEASE, the LEASE/SUBLEASE AREA or any access route to the LEASE/SUBLEASE AREA, LESSEE/SUBLESSEE's use of the LEASE/SUBLEASE AREA or any access route, LESSEE/SUBLESSEE's implementation or exercise of the rights hereby granted, LESSEE/SUBLESSEE's violation of any environmental law, as described in Section 27 (b) above, and/or LESSEE/SUBLESSEE's violation of any other law, except those arising out of the sole active negligence or willful misconduct of STATE. Further, LESSEE/SUBLESSEE shall cause such indemnification and waiver of claims in favor of the State to be inserted in each contract LESSEE/SUBLESSEE executes in connection with LESSEE/SUBLESSEE's exercise of the rights granted herein. The waiver and obligations contained in this Section shall survive termination of this LEASE/SUBLEASE.

LOSSES

- 36.** STATE shall not be responsible for losses or damage to personal property, equipment or materials of LESSEE/SUBLESSEE from any causes whatsoever.

**DEBT
LIABILITY
DISCLAIMER**

- 37.** 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, contract obligations or any other obligations of the LESSEE/SUBLESSEE or its heirs, successors or assigns. The STATE and its agencies, departments and divisions shall not be liable for, and shall be held harmless by LESSEE/SUBLESSEE for, any claims or damages associated with any contract,

tort, act or omission, error in judgment, act of negligence, intentional tort, or mistakes by the LESSEE/SUBLESSEE, its employees, agents, servants, invitees, guests or anyone acting in concert with or on behalf of the LESSEE/SUBLESSEE. The STATE shall have no obligation to defend or undertake the defense on behalf of the LESSEE/SUBLESSEE or its heirs, successors or assigns.

WAIVER OF RELOCATION PAYMENTS AND CLAIMS	38.	In the event that STATE terminates this LEASE/SUBLEASE pursuant to its terms, LESSEE/SUBLESSEE acknowledges and agrees that LESSEE/SUBLESSEE shall have 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 and hereby expressly waives any right to make such claims. LESSEE/SUBLESSEE further agrees that it has no claim in either law or equity against the STATE for damages or other relief should the LEASE/SUBLEASE be terminated, and LESSEE/SUBLESSEE waives any such claims it may have.
SMOKING RESTRIC- TIONS	39.	Smoking shall not be allowed inside any building, or within 20 feet of any entrance or operable window of any building, or as may be prohibited by any applicable law.
RECORDING	40.	LESSEE/SUBLESSEE shall not record this LEASE/SUBLEASE or a short form memorandum thereof or any other document memorializing or noticing the LEASE/SUBLEASE. Any such recordation will, at the option of STATE, constitute a non-curable default by LESSEE/SUBLESSEE hereunder.
AUTHORITY TO CONTRACT	41.	<p>(a) Each individual executing this LEASE/SUBLEASE on behalf of LESSEE/SUBLESSEE shall provide evidence, acceptable to STATE, showing that he/she is duly authorized to execute and deliver this LEASE/SUBLEASE on behalf of said LESSEE/SUBLESSEE and shall, when applicable, provide a certified copy of a duly adopted resolution of the Board of Directors or other governing body of LESSEE/SUBLESSEE authorizing or ratifying the execution of this LEASE/SUBLEASE in accordance with its terms.</p> <p>(b) If LESSEE/SUBLESSEE is a public, private or non-profit corporation, prior to the execution of this LEASE/SUBLEASE, LESSEE/SUBLESSEE shall provide STATE with a copy of LESSEE/SUBLESSEE's current bylaws and corporate filing status as filed with the California Secretary of State.</p>
PARTNERSHIP DISCLAIMER	42.	LESSEE/SUBLESSEE its agents and employees shall act in an independent capacity and not as agents or employees of STATE. Nothing herein contained will be construed as constituting the parties herein as partners.
CEQA	43.	Any physical changes made by LESSEE/SUBLESSEE or its agents to the LEASE/SUBLEASE AREA or any existing improvements shall comply with all applicable environmental laws, including the California Environmental Quality Act (CEQA).
BANKRUPTCY	44.	In no event shall this LEASE/SUBLEASE or the LEASE/SUBLEASE hold estate become an asset of LESSEE/SUBLESSEE in bankruptcy, receivership or other judicial proceedings.
AMENDMENTS AND	45.	No amendment, modification, or supplement to this LEASE/SUBLEASE shall be binding unless it is by written mutual consent of LESSEE/SUBLESSEE and STATE.

MODIFICATIONS		
MUTUAL CONSENT	46.	This LEASE/SUBLEASE may be terminated by written mutual consent of the LESSEE/SUBLESSEE and STATE.
FORCE MAJEURE	47.	If either Party will be delayed or prevented from the performance of any act required hereunder due to causes or an event not reasonably foreseeable, not caused by that Party, and beyond the reasonable control of that Party, and which occur despite all reasonable attempts of that Party to avoid, mitigate or remedy such cause or event, including acts of God such as flood, fire, earthquake, storm or other natural disaster, and civil war, rebellion, insurrection, terrorist activities, governmental restrictions, regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this LEASE/SUBLEASE), 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; provided however, that this Section shall not be applied to permit any delay or time extension due to shortage of funds, or excuse any nonpayment or delay in payment of rent, taxes, insurance or any other monetary amount required to be paid by LESSEE/SUBLESSEE under this LEASE/SUBLEASE, except as may be expressly provided in this LEASE/SUBLEASE. The Party delayed in or prevented from meeting its obligations as provided in this Section shall immediately notify the other Party in writing and take all steps necessary to mitigate the effects of the cause or event preventing performance. If performance is delayed or prevented for a period of thirty (30) days or more, either Party may thereafter terminate this LEASE/SUBLEASE by giving the other Party thirty (30) days written notice.
WAIVER	48.	If either Party waives the performance of any term, covenant or condition contained in this LEASE/SUBLEASE, such waiver shall not be deemed to be a waiver of that or any subsequent term, covenant or condition. Failure by either Party to enforce any of the terms, covenants or conditions of this LEASE/SUBLEASE for any length of time shall not be deemed to waive or decrease a Party's right to insist thereafter upon strict performance. Waiver of any term, covenant, or condition contained in this LEASE/SUBLEASE shall only be made by a written document properly signed by an authorized representative.
ENTIRE AGREEMENT	49.	This LEASE/SUBLEASE and its exhibits constitute the entire agreement between STATE and LESSEE/SUBLESSEE. No prior, contemporaneous or subsequent oral promises or representations shall be binding. This LEASE/SUBLEASE supersedes and voids any prior license, LEASE/SUBLEASE or agreement between STATE and LESSEE/SUBLESSEE with regard to the LEASE/SUBLEASE AREA.
CLAUSE HEADINGS	50.	All Section 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/SUBLEASE.
SEVERABILITY	51.	If any term, covenant, condition, or provision of this LEASE/SUBLEASE or any application thereof is found invalid, void, or unenforceable to any extent by a court of competent jurisdiction, the remainder of this LEASE/SUBLEASE shall not be affected thereby, and shall be valid and enforceable to the fullest extent permitted by law.

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|---------------------------|------------|---|
| BINDING | 52. | The terms of this LEASE/SUBLEASE and covenants and agreements herein contained shall apply to and shall bind and inure to the benefit of the parties, their heirs, representatives, assigns. |
| ESSENCE OF TIME | 53. | Time is of the essence for each and all of the provisions, covenants and conditions of this LEASE/SUBLEASE. |
| DAMAGES | 54. | Notwithstanding anything to the contrary in this LEASE/SUBLEASE, neither Party shall be liable to the other for, and each Party hereby waives the right to recover, incidental or consequential damages, (including, but not limited to, lost profits, loss of use or loss of business opportunity), punitive, exemplary and similar damages. |
| | 55. | This Lease Sublease shall be subject to the City and County of San Francisco requirements attached as Exhibit C and incorporated into this LEASE/SUBLEASE by reference. |
| CITY RE-QUIREMENTS | | |
| COUNTER-PARTS | 56. | This LEASE/SUBLEASE may be executed in separate counterparts, each of which when so executed shall be deemed to be an original. Such counterparts shall, together, constitute and be one and the same instrument. |

IN WITNESS WHEREOF, this LEASE/SUBLEASE has been executed by the Parties hereto as of the date of signature of the last Party signing below.

STATE OF CALIFORNIA

LESSEE/SUBLESSEE
City and County of San Francisco,
a municipal corporation

By: _____
BRIAN DEWEY, Assistant Deputy Director
Acquisition and Development

By: _____
ANDRICO Q. PENICK
Director of Real Estate

Date Executed

Date Signed

APPROVAL RECOMMENDED:

APPROVED AS TO FORM:

DAVID CHIU, CITY ATTORNEY

By: _____
EEDEN LEE, Associate Land Agent

By: _____
VINCENT BROWN
Deputy City Attorney

I hereby certify that all conditions for exemption have been complied with and this document is exempt from the Department of General Services approval.

By: _____
BRIAN DEWEY, Assistant Deputy Director
Acquisition and Development

Exhibit A

Exhibit B

Exhibit C

EXHIBIT A

LAND DESCRIPTION

A parcel of land situate in the City and County of San Francisco, State of California, and being described as follows:

Being a portion of "CP State Park Site Public Trust Parcel 1" as described in that certain Quitclaim Deed recorded as Document No. 2014-J915935, City and County of San Francisco Records, and being more particularly described as follows:

COMMENCING at a point on the northeasterly line of Gilman Avenue, said point lying South 53°18'15" East 323.29 feet from the intersection of the northeasterly line of Gilman Avenue with the southeasterly line Donahue Street, said Avenue and Street shown on that certain Record of Survey 7753 filed in Book EE of Survey Maps at Pages 232 to 248, Inclusive, City and County of San Francisco Records; thence from said point of commencement, along said northeasterly line of Gilman Avenue, North 53°18'15" West 147.49 feet to the POINT OF BEGINNING; thence leaving said line and along the following twelve (12) courses:

1. North 36°34'25" East 406.66 feet,
2. North 53°12'00" West 56.35 feet,
3. North 36°00'52" East 673.06 feet,
4. South 89°20'55" East 111.18 feet,
5. South 53°50'28" East 387.89 feet,
6. South 36°59'10" West 307.01 feet,
7. South 53°46'55" West 123.15 feet,
8. South 72°39'57" West 119.37 feet,
9. North 84°07'38" West 253.76 feet,
10. South 77°29'35" West 53.93 feet,
11. South 45°11'19" West 50.19 feet, and
12. South 36°34'25" West 407.01 feet to a point on said northeasterly line of Gilman Avenue;

thence along said line, North 53°18'15" West 45.00 feet to the point of beginning.

EXCEPTING THEREFROM any portions lying within "CP State Park Site Trust Termination Parcel 4" as described in that certain Quitclaim and Trust Termination document recorded as Document No. 2014-J915945, City and County of San Francisco Records.

ALSO EXCEPTING THEREFROM any portions lying southwesterly of the following describe line:

COMMENCING at the intersection of said northeasterly line of Gilman Avenue with the said southeasterly line of Donahue Street; thence along said northeasterly line of Gilman Avenue, South $53^{\circ}18'15''$ East 323.29 feet; thence leaving said line, North $47^{\circ}59'55''$ East 170.43 feet to a point on a line between SRA Mon. 26 and SRA Mon. 27, as said line is depicted on that certain Record of Survey 7753 filed in Book EE of Survey Maps At Pages 232 to 248, Inclusive, City and County of San Francisco Records, said point also being the POINT OF BEGINNING; thence along said line, North $53^{\circ}18'15''$ West 295.88 feet to the terminus of said line.

END OF DESCRIPTION

Prepared 11/04/2021 by the California State Lands Commission Boundary Unit.



Date: 11/04/2021

Consultan



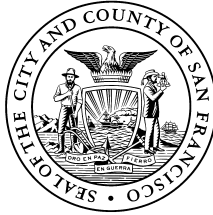
Original Sheet Size: 30" x 42

EXHIBIT []

CITY AND COUNTY OF SAN FRANCISCO REQUIREMENTS

- 1. Eminent Domain.** In the event all or part of the LEASE/SUBLEASE or the LEASE/SUBLEASE AREA is taken by eminent domain, City shall have the right to seek an award for the value of its interest in the LEASE/SUBLEASE taken.
- 2. Landlord Ownership of Lease Area.** STATE represents that it leases the LEASE/SUBLEASE AREA, and that it is authorized to enter into this LEASE/SUBLEASE. Any necessary STATE and master landlord consents have been obtained to enter into this LEASE SUBLEASE.
- 3. Applicable Law.** This LEASE/SUBLEASE shall be construed and enforced in accordance with the laws of the State of California.
- 4. Non-Discrimination.** In the performance of this LEASE/SUBLEASE, parties agree to comply with state and federal non-discrimination employment laws.
- 5. Controller's Certification of Funds.** The terms of this LEASE/SUBLEASE 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/SUBLEASE, there shall be no obligation for the payment or expenditure of money by LESSEE/SUBLESSEE under this LEASE/SUBLEASE 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 Virgin Redwood Ban.** LESSEE/SUBLESSEE 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 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/SUBLEASE AREA; provided any improvements to the LEASE/SUBLEASE AREA will be subject to STATE's consent as set forth in the LEASE/SUBLEASE. This LEASE/SUBLEASE is not for a City-leased building.

City & County of San Francisco
London N. Breed, Mayor



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

September 7, 2023

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

Dear Honorable Board Members:

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

In 2021, the City identified an underutilized parking lot within CPSRA owned by the State Lands Commission, Block 4886, Lot 09, and leased to State Parks, to operate a Vehicle Triage Center. The Bayview Vehicle Triage Center was opened in January 2022 and has provided critical resources to people residing in recreational and passenger vehicles within CPSRA and District 10, providing a safe place for people to stay in their vehicles while accessing services and connecting to resources within the Homelessness Response System to support a permanent exit out of homelessness.

The Real Estate Division on behalf of HSH, and in consultation with the Office of the City Attorney, has negotiated a new Sublease that is similar to the existing sublease for this Property, a copy of which is included in this file, with the addition of payment of \$312,000 per year instead of “in-kind” improvements which HSH previously completed under the original term.

Along with the recommendation of RED’s Director, HSH recommends approval of the proposed resolution authorizing the sublease. If you have questions regarding the Program and use of the property, please contact Dylan Schneider of HSH at 628-652-7742 or Dylan.schneider@sfgov.org; if you have questions regarding the sublease, please contact me at 415-554-9850 or Andrico.penick@sfgov.org.

Respectfully,

Andrico Q. Penick
Director of Property



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.



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

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco, CA 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

Date: September 20, 2023
To: Planning Department
From: Stephanie Cabrera, Clerk of the Homelessness and Behavioral Health Select Committee
Subject: Board of Supervisors Legislation Referral - File No. 230974
Sublease Agreement - California State Lands Commission - Candlestick Point State Recreation Area - Vehicle Triage Center - Base Rent of \$312,000

- ☒ California Environmental Quality Act (CEQA) Determination
(*California Public Resources Code, Sections 21000 et seq.*)
 - ☐ Ordinance / Resolution
 - ☐ Ballot Measure
- ☐ Amendment to the Planning Code, including the following Findings:
(*Planning Code, Section 302(b): 90 days for Planning Commission review*)
 - ☐ General Plan ☐ Planning Code, Section 101.1 ☐ Planning Code, Section 302
- ☐ Amendment to the Administrative Code, involving Land Use/Planning
(*Board Rule 3.23: 30 days for possible Planning Department review*)
- ☐ General Plan Referral for Non-Planning Code Amendments
(*Charter, Section 4.105, and Administrative Code, Section 2A.53*)
(Required for legislation concerning the acquisition, vacation, sale, or change in use of City property; subdivision of land; construction, improvement, extension, widening, narrowing, removal, or relocation of public ways, transportation routes, ground, open space, buildings, or structures; plans for public housing and publicly-assisted private housing; redevelopment plans; development agreements; the annual capital expenditure plan and six-year capital improvement program; and any capital improvement project or long-term financing proposal such as general obligation or revenue bonds.)
- ☐ Historic Preservation Commission
 - ☐ Landmark (*Planning Code, Section 1004.3*)
 - ☐ Cultural Districts (*Charter, Section 4.135 & Board Rule 3.23*)
 - ☐ Mills Act Contract (*Government Code, Section 50280*)