

1 [Sublease of Real Property - 3450 Third Street - San Francisco Child Abuse Prevention  
2 Center - Initial Monthly Rent \$22,113.10]

3 **Resolution retroactively authorizing the sublease of real property of approximately nine**  
4 **years, with an effective date of April 1, 2014, for approximately 6,024 square feet of**  
5 **space at 3450 Third Street, with the San Francisco Child Abuse Prevention Center, a**  
6 **California nonprofit corporation, as sublessor, for use by the Children's Advocacy**  
7 **Center of San Francisco through the Human Services Agency, at the initial monthly**  
8 **rent of \$22,113.10 for the period from April 1, 2014, through March 31, 2015.**

9  
10 WHEREAS, The Children's Advocacy Center of San Francisco (CAC) is a multi-party  
11 collaborative project that will provide a coordinated response to an abused child to ensure that  
12 all aspects of a child's physical, mental and emotional health are addressed; and

13 WHEREAS, The Human Services Agency will be the lead agency and work  
14 collaboratively to provide services to the CAC with the San Francisco Child Abuse Prevention  
15 Center (SFCAPC), a California nonprofit corporation, the Office of the City Attorney, the Office  
16 of the District Attorney, the Police Department, and the Department of Public Health; and

17 WHEREAS, The SFCAPC entered into a Master Lease with 1238 Sutter Street, LLC  
18 (Master Landlord), for real property located at 3450 Third Street for the CAC, with space to be  
19 used by the City, California Pacific Medical Center's Bayview Child Health Center and the  
20 Center for Youth Wellness, which are both nonprofit corporations; and

21 WHEREAS, The Real Estate Division at the request of the Human Services Agency  
22 has negotiated a sublease for approximately 6,024 rentable square feet at 3450 Third Street  
23 (the Premises) for a term of approximately nine years commencing retroactively on April 1,  
24 2014, and terminating on March 26, 2023, to accommodate the CAC's multi-agency staff and  
25 allow coordinated services to be provided to CAC clients in a confidential and supportive

1 environment, which sublease will be substantially in the form on file with the Clerk of the  
2 Board of Supervisors in File No. 140560 and is incorporated herein by reference (Sublease);  
3 and

4 WHEREAS, The fully serviced fair market rent for the first sublease year shall be  
5 \$22,113.10 subject to yearly escalation rates of 3%, with City paying its pro rata share of any  
6 increased operating expenses; and

7 WHEREAS, The turn key facility will provide sufficient private offices required for  
8 confidential meetings, forensic interview space, multidisciplinary case conferences, training  
9 and peer review, medical exam rooms, mental health evaluations, and conference rooms for  
10 use as training as well as staff meetings, including required technology and clinical sound  
11 proofing; and,

12 WHEREAS, City staff will be able to utilize the childcare facility for clients and  
13 additional large training and conference spaces throughout the building and have access to  
14 eight parking spaces under the Sublease; now, therefore be it

15 RESOLVED, That the Board of Supervisors authorizes the Director of Property to take  
16 all actions, on behalf of the City, to enter into the Sublease and any amendments or  
17 modifications (including without limitation, the exhibits) to the Sublease on the terms and  
18 conditions herein and form approved by the City Attorney that the Director of Property  
19 determines, in consultation with the City Attorney are in the best interest of the City, do not  
20 increase the rent or otherwise materially increase the obligations or liabilities of the City, are  
21 necessary or advisable to effectuate the purposes of the Sublease or this resolution, and are  
22 in compliance with all applicable laws, including City's Charter; and, be it

23 FURTHER RESOLVED, That the fully-serviced base monthly rental for the term shall  
24 be \$22,113.10 subject to annual escalation of 3%, with City paying its pro rata share of  
25 increased operating expenses and applicable parking taxes; and be it

1           FURTHER RESOLVED, That the Sublease for the Premises shall be for a term of  
2 approximately nine years commencing retroactively April 1, 2014, and terminating on March  
3 26, 2023, subject to City's right to terminate the Sublease at any time after March 26, 2018, by  
4 providing to the SFCAPC one (1) year prior written notice and reimbursement of unamortized  
5 tenant improvements as a termination fee as set forth in the Sublease; and, be it

6           FURTHER RESOLVED, That the Sublease shall include language for City to  
7 indemnify, defend and hold harmless the SFCAPC and its directors, supervisors, volunteers,  
8 agents, employees, officers and contractors (Indemnified Parties) from and against any and  
9 all claims, losses, liabilities, costs, expenses and damages, whether insured against or not,  
10 including, without limitation, reasonable attorneys' fees and disbursements and any Master  
11 Landlord claims, made against or incurred by any of the Indemnified Parties as a result of (a)  
12 City's use of the Premises, (b) any default by City in the performance of any of its material  
13 obligations under the Sublease, or (c) any negligent acts or omissions of SFCAPC or its  
14 Agents in, on or about the Premises; provided, however, City shall not be obligated to  
15 Indemnify any Indemnified Party to the extent any claim arises out of the gross negligence or  
16 willful misconduct of an Indemnified Party; and, be it

17           FURTHER RESOLVED, That any action taken by any City employee or official with  
18 respect to the Sublease as set forth herein is hereby ratified and affirmed; and, be it,

19           FURTHER RESOLVED, That within 30 days of the Sublease being fully executed by all  
20 parties the Director of Property shall provide the Sublease to the Clerk of the Board for  
21 inclusion in the official file; and, be it

22           FURTHER RESOLVED, That it is the policy of the Board of Supervisors that all Lease  
23 Agreements be submitted to the Board for approval prior to the effective date of the Lease  
24 Agreements and prior to occupancy of the premises by City Departments; and, be it

FURTHER RESOLVED, That the City shall have the right to occupy the Premises as described in the Sublease from April 1, 2014, through March 26, 2023, subject to the appropriation of sufficient funds to pay for City's Sublease obligations by the Board of Supervisors and Mayor in their sole and absolute discretion, and if such funds are not appropriated in any subsequent fiscal year, City may terminate Sublease at no cost with written notice to Sublessor.

\$66,339.30 Available For FY 2013-2014  
Appropriation No. 45FCOH/03011

## Controller

RECOMMENDED:

Director of Property

RECOMMENDED:

Director of Human Services Agency