

1 [Sublease of Real Property at 555 Polk Street]

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3 **Resolution authorizing the sublease of 9,000 square feet of office space in the building**  
4 **located at 555 Polk Street for the Community Justice Center through the Department of**  
5 **Public Health.**  
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7 WHEREAS, The Community Justice Center is a multi-partner collaborative project that  
8 will provide the Superior Court of California, County of San Francisco and the City and County  
9 of San Francisco the ability to address the needs of its clients by linking them to appropriate  
10 services; and,

11 WHEREAS, The Department of Public Health will be the lead agency and provide the  
12 assessment of service needs for Community Justice Center clients; and,

13 WHEREAS, The Real Estate Division has negotiated a sublease for 9,000 rentable  
14 square feet at 555 Polk Street (the "Premises") which accommodates the requirements of the  
15 Community Justice Center to provide services; now, therefore, be it

16 RESOLVED, That in accordance with the recommendation of the Director of Health  
17 and the Director of Property, the Director of Property is hereby authorized to take all actions,  
18 on behalf of the City and County of San Francisco, as subtenant, to execute a sublease (the  
19 "Sublease") with California Culinary Academy, LLC, as sublandlord ("Sublandlord"), for the  
20 Premises and a consent to sublease and estoppel certificate (the "Consent") by Mattison  
21 Family Trust, as master landlord, countersigned by City and Sublandlord, each substantially in  
22 the form on file with the Clerk of the Board of Supervisors in File No. 080484;  
23 and, be it  
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1 FURTHER RESOLVED, That the term of the Sublease shall be five years with an  
2 estimated commencement date of April 1, 2008 and following acceptance by City's Director  
3 of Property (the "Commencement Date"); and, be it

4 FURTHER RESOLVED, That the monthly base rent of the Sublease shall be \$16,100  
5 per month and such rent shall not be subject to any increases for the remainder of the  
6 Sublease term; and, be it

7 FURTHER RESOLVED, That the City shall be responsible for fifty percent (50%) of  
8 building operating expenses, including but not limited to utilities, common area maintenance  
9 charges, payroll, taxes and insurance, estimated to be \$2,700 per month; and, be it

10 FURTHER RESOLVED, That City shall construct certain leasehold improvements in  
11 the Premises at City's sole cost and expense, as more particularly described in the Sublease;  
12 and, be it

13 FURTHER RESOLVED, That the Sublease shall include a clause approved by the City  
14 Attorney, indemnifying and holding harmless the Sublandlord and Master Landlord from and  
15 agreeing to defend the Sublandlord and Master Landlord against any and all claims, costs and  
16 expenses, including, without limitation, reasonable attorney's fees, incurred as a result of  
17 City's use of the Premises, any default by the City in the performance of any obligations under  
18 the Sublease, any negligent acts or omissions of City or its agents or invitees, in, on or about  
19 the Premises or the property on which the Premises are located, excluding those claims,  
20 costs and expenses incurred as a result of the active gross negligence or willfull misconduct  
21 of Sublandlord or its agents, or any breach of City's representations or warranties under the  
22 Sublease; and, be it

23 FURTHER RESOLVED, That the Sublease shall include Sublandlord's transfer of  
24 certain personal property located within the Premises to City, as more particularly described in  
25 the Sublease; and be it

1 FURTHER RESOLVED, That the Consent shall include City's right to cure an event of  
2 default by Sublandlord under the master lease and, on making such cure, the automatic  
3 termination of the Sublease and City's assumption of Sublandlord's rights and obligations  
4 under the master lease; and be it

5 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
6 Property to enter into any amendments or modifications to the Sublease or Consent that the  
7 Director of Property determines, in consultation with the City Attorney, are in the best interest  
8 of the City, do not increase the rent or otherwise materially increase the obligations or  
9 liabilities of the City, are necessary or advisable to effectuate the purposes of the Sublease  
10 and Consent and are in compliance with all applicable laws, including City's Charter.

11  
12 \$526,000  
13 Index Code:  
14 HMMHLT730416

15 \_\_\_\_\_  
16 Controller

17 Recommended:

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19 Director of Health  
20 Department of Public Health

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22 Director of Property  
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