

1 [Lease of Real Property]

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3 **Resolution authorizing extension of a lease of real property at 617-623 Mission/101 New**
4 **Montgomery Streets for the Department of Child Support Services.**

5

6 WHEREAS, The Department of Child Support Services (CSS) occupies premises at
7 617-623 Mission/101 New Montgomery Streets under a Lease dated December 19, 1994, a
8 copy of which is currently on file with the Clerk of the Board in File No. , with 101
9 New Montgomery Street Building, as Landlord, and the term of that Lease terminates on
10 July 31, 2002; and

11 WHEREAS, The present Lease provides the City with an option to extend the term
12 of its lease for another five years commencing August 1, 2002, and the Department of Child
13 Support Services wishes to continue its occupancy of the leased premises; now, therefore,
14 be it

15 RESOLVED, That in accordance with the recommendations of the Director of
16 Department of Child Support Services, the Director of Property is hereby authorized on
17 behalf of the City and County of San Francisco, as Tenant, to extend for an additional
18 period of five years the lease with 101 New Montgomery Street Building, as Landlord, for a
19 portion of the building located at 617-623 Mission Street and also known as 101 New
20 Montgomery Street, San Francisco, California, for the Department of Child Support
21 Services (CSS). The leased premises consist of approximately 33,998 rentable square feet
22 on a portion of the ground floor and the entire second, third and fourth floors plus basement
23 storage space.

24 The lease extension shall commence upon expiration of the initial term, August 1,
25 2002 and shall end July 31, 2007. The current monthly base rent will be adjusted for

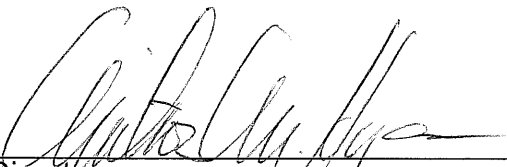
1 changes in the Consumer Price index since February 1995. The City shall continue to pay
2 its electricity costs. Landlord shall be responsible for building operating costs to include
3 taxes, insurance, water, janitorial and other services and the Base Year for operating costs
4 shall be changed to 2002. City shall pay its pro-rata share of any increase in operating
5 expenses during the extension term in excess of those during the Base Year 2002. City
6 shall remain as tenant for the entire extension term unless funds for CSS' rental payments
7 for this lease are not appropriated in any subsequent fiscal year, at which time City may
8 terminate this lease with ninety (90) days prior written notice to Landlord.

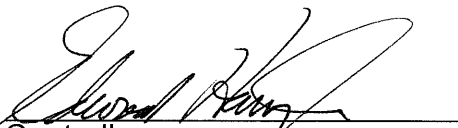
9 City shall, at its sole cost and expense, indemnify, defend and hold harmless
10 ("Indemnify") Landlord and its Agents from and against any and all claims, costs and
11 expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"),
12 incurred as a result of (a) City's use and occupancy of the Premises, (b) any default by City
13 in the performance of any of its obligations under this Lease, or (c) any negligent or willful
14 acts of omissions of City, its Agents or invitees, in, on or about the Premises or the
15 Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents
16 to the extent any Claim arises out of the active negligence or willful misconduct of Landlord
17 or its Agents. In any action or proceeding brought against Landlord or its Agents. In any
18 action or proceeding brought against Landlord or its Agents by reason of any claim
19 indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by
20 Attorneys in City's Office of the City Attorney, by other attorneys selected by City, or by
21 both. City shall have the right to control the defense and to determine the settlement or
22 compromise of any action or proceeding, provided, that Landlord shall have the right, but
23 not the obligation, to participate in the defense or any such Claim at its sole cost and
24 provided further that no such settlement shall obligate Landlord in any manner without the
25 prior written approval of Landlord. City hereby assumes all risks and waives all claims


1 against Landlord for any damage to property or any injury to or death of any person in or
2 about the Premises or the Building arising from any cause whatsoever except to the extent
3 caused by the negligence or willful misconduct of Landlord or its Agents. City's obligations
4 shall survive the termination of the Lease.

5 The lease shall continue to be subject to Charter Section 6.302.

6
7 RECOMMENDED:

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9
10 Director
11 Department of Child Support Services

12 
13 Controller
14 170006.03000

15 
16 Director of Property



City and County of San Francisco

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

Tails
Resolution

File Number: 020077

Date Passed:

Resolution authorizing extension of a lease of real property at 617-623 Mission/101 New Montgomery Streets for the Department of Child Support Services.

February 19, 2002 Board of Supervisors — ADOPTED

Ayes: 11 - Ammiano, Daly, Gonzalez, Hall, Leno, Maxwell, McGoldrick, Newsom, Peskin, Sandoval, Yee

File No. 020077

I hereby certify that the foregoing Resolution was ADOPTED on February 19, 2002 by the Board of Supervisors of the City and County of San Francisco.

Gregoire Hobson
Acting Clerk of the Board

MAR 01 2002

Date Approved

Mayor Willie L. Brown Jr.