Resolution authorizing a lease renewal at 729 Filbert Street for the Department of Public Health.

WHEREAS, The Department of Public Health ("DPH") occupies the entire building at 729 Filbert Street, consisting of 11,067 rentable square feet on three floors, under a Lease dated May 11, 1993, (a copy of which is on file with the Clerk of the Board) with William J. Piedemonte (successor in interest to LEEMAH Electronics) as Landlord, and;

WHEREAS, The term of that Lease terminates on June 30, 2003; and

WHEREAS, DPH desires to continue its occupancy of the leased premises and the Landlord is willing to renew the lease for a term of ten (10) years; now, therefore, be it

RESOLVED, That in accordance with the recommendations of the Director of Public Health and the Director of Property, the Director of Property is hereby authorized on behalf of the City and County of San Francisco, as Tenant, to enter into a lease renewal in a form approved by the city Attorney for a term of ten years with William J. Piedemonte, as Landlord, for the building located at 729 Filbert Street, San Francisco, California, for the Department of Public Health. The leased premises shall consist of approximately 11,067 rentable square feet. The lease term shall commence upon expiration of the present lease term, July 1, 2003, and shall end June 30, 2013. The monthly rent shall be $20,300.00 during the first five years of the term and shall be adjusted at the commencement of the sixth year and every year thereafter, in accordance with changes in the Consumer Price Index, with annual adjustments to be a minimum of two percent per year and a maximum of five percent per year. The City shall continue to pay the costs of its utilities and janitorial services; and, be it
FURTHER RESOLVED, That City shall continue to indemnify, defend and hold harmless ("Indemnify") Landlord and its Agents from and against any and all claims, costs and expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"), incurred as a result of (a) City's use and occupancy of the Premises, (b) any default by City in the performance of any of its obligations under this Lease, or (c) any negligent or willful acts of omissions of City, its Agents or invitees, in, on or about the Premises or the Property; provided, however, City shall not be obligated to indemnify Landlord or its Agents to the extent any Claim arises out of the active negligence or willful misconduct of Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents by reason of any claim indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by Attorneys in City's Office of the City Attorney, by other attorneys selected by City, or by both. City shall have the right to control the defense and to determine the settlement or compromise of any action or proceeding, provided, that Landlord shall have the right, but not the obligation, to participate in the defense or any such Claim at its sole cost and provided further that no such settlement shall obligate Landlord in any manner without the prior written approval of Landlord. City hereby assumes all risks and waives all claims against Landlord for any damage to property or any injury to or death of any person in or about the Premises or the Building arising from any cause whatsoever except to the extent caused by the negligence or willful misconduct of Landlord or its Agents. City's obligations shall survive the termination of the Lease; and, be it

FURTHER RESOLVED, That any action taken by any City employee or official with respect to this Lease and Amendment is hereby ratified and affirmed; and, be it

FURTHER RESOLVED, That the Director of Property shall be authorized to enter into any additional amendments or modifications to the Lease, including without limitation, exhibits
or improvement specifications, that the Director of Property determines, in consultation with
the City Attorney, are in the best interest of the City, do not increase the rent or otherwise
materially increase the obligations or liabilities of the City, are necessary or advisable to
effectuate the purposes and intent of the Lease as amended or this resolution, and are in
compliance with all applicable laws, including City's Charter; and, be it

FURTHER RESOLVED, That the City shall occupy the entire Premises for the full
Lease Term unless funds for the Department of Public Health's rental payments are not
appropriated in any subsequent fiscal year, at which time the City may terminate the Lease
with sixty (60) days advance notice to Landlord. Said Lease shall be subject to certification
as to funds by the Controller, pursuant to Section 6.302 of the City Charter.

RECOMMENDED:

$243,600 Available from
Appropriation No. see below

Controller

HMHMCC730515.03000

Real Estate
BOARD OF SUPERVISORS

Page 3
5/6/2003
Resolution authorizing a lease renewal at 729 Filbert Street for the Department of Public Health.

June 10, 2003  Board of Supervisors — ADOPTED
Ayes: 11 - Ammiano, Daly, Dufy, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Newsom, Peskin, Sandoval

I hereby certify that the foregoing Resolution was ADOPTED on June 10, 2003 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

Mayor Willie L. Brown Jr.