Resolution authorizing a lease renewal at 2001 Van Ness Avenue/1700 Jackson Street for the Department of Public Health.

WHEREAS, The Department of Public Health ("DPH") occupies leased premises at 2001 Van Ness Avenue/1700 Jackson Street, San Francisco on the third floor consisting of approximately 9,718 rentable square feet (the "Premises") under a lease dated May 24, 1993 (a copy of which is on file with the Clerk of the Board) with Astorian Family Trust as Landlord; and

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

WHEREAS, The DPH desires to continue its occupancy of the Premises and renew the Lease; 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 execute a lease extension to renew the lease, in a form approved by the City Attorney, along with other related documents with Landlord; and, be it

FURTHER RESOLVED, That the Extension Term shall commence July 1, 2003 and shall expire on June 30, 2008 and the monthly rent shall be $16,000.00 for the first thirty-six (36) months of the Extension Term and shall be $16,500.00 for the following twenty-four (24) months; and, be it

FURTHER RESOLVED, That the City shall continue to be responsible for payments for costs of utilities and services used by City at the Premises; and, be it
FURTHER RESOLVED, That City shall, at its sole cost and expense, 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 Extension 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 Extension 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 ninety 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:

$192,000 Available from Appropriation No. see below

[Signatures]

Director of Public Health

Controller

HNHMCC730515.03000

(Real Estate Division)
BOARD OF SUPERVISORS

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

File No. 030881

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

Date Approved

Mayor Willie L. Brown Jr.