

1 [Lease of Real Property]

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

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6 WHEREAS, The Department of Public Health ("DPH") occupies leased premises at  
7 2001 Van Ness Avenue/1700 Jackson Street, San Francisco on the third floor consisting of  
8 approximately 9,718 rentable square feet (the "Premises") under a lease dated May 24, 1993  
9 (a copy of which is on file with the Clerk of the Board) with Astorian Family Trust as Landlord;  
10 and

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

12 WHEREAS, The DPH desires to continue its occupancy of the Premises and renew the  
13 Lease; now, therefore, be it

14 RESOLVED, That in accordance with the recommendations of the Director of Public  
15 Health and the Director of Property, the Director of Property is hereby authorized, on behalf of  
16 the City and County of San Francisco, as Tenant, to execute a lease extension to renew the  
17 lease, in a form approved by the City Attorney, along with other related documents with  
18 Landlord; and, be it

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

23 FURTHER RESOLVED, That the City shall continue to be responsible for payments for  
24 costs of utilities and services used by City at the Premises; and, be it

25

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

23           FURTHER RESOLVED, That any action taken by any City employee or official with  
24 respect to this Lease and Extension is hereby ratified and affirmed; and, be it,  
25

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

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

13  
14  
15 RECOMMENDED:

\$192,000 Available from  
Appropriation No. see below

16  
17   
18 Director of Public Health

Controller

19   
20 Director Of Property

HMHMCC730515.03000



City and County of San Francisco

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

Tails  
Resolution

File Number: 030881

Date Passed:

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

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

JUN 20 2003

Date Approved

Mayor Willie L. Brown Jr.