

1 [Lease of Real Property]

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3 **Resolution authorizing a lease of approximately 1,128 square feet of space at 1315 and**  
4 **1319 Evans Avenue for the Department of Child Support Services for a term of five**  
5 **years.**  
6

7 BE IT RESOLVED, That in accordance with the recommendation of the Director of the  
8 Department of Child Support Services and the Director of Property, the Director of Property is  
9 hereby authorized to take all actions on behalf of the City and County of San Francisco, as  
10 tenant, to execute a written lease (the "Lease", a copy of which is on file with the Clerk of the  
11 Board) and other related documents with John M. Holland, IV, Guy R. Holland, and Barbara J.  
12 Holland ("Landlord"), for Suites 1315 and 1319 on the second floor of the building commonly  
13 known as 1301 Evans Avenue, San Francisco, California, which together comprise an area of  
14 approximately 1,128 sq. ft. (the "Premises") on the terms and conditions set forth herein, and  
15 on a form approved by the City Attorney; and, be it

16 FURTHER RESOLVED, That the Lease shall commence upon substantial completion  
17 of improvements (estimated to be March 1, 2004) and terminate February 28, 2009 (an initial  
18 term of approximately five years). The monthly rent shall be \$1,692.00 (approximately \$18.00  
19 per square foot per year or \$1.50 per square foot per month) and due and payable on the first  
20 day of each month for the entire Lease term. The Lease shall be fully serviced with the  
21 Landlord paying for standard electricity, water, sewer, janitorial services, security services,  
22 and building maintenance and repairs; and, be it

23 FURTHER RESOLVED, That the City shall have one (1) option to renew the Lease for  
24 an additional term of five (5) years on the same terms and conditions except the base monthly  
25 rent shall be increased by the proportionate increase in the Consumer Price Index – San

\*\*Supervisor Maxwell\*\*

**BOARD OF SUPERVISORS**

1 Francisco/Oakland All Urban Consumers for the index published three (3) months prior to the  
2 commencement date and the index published three (3) months prior to the expiration date of  
3 the initial term; and, be it

4 FURTHER RESOLVED, That the Lease shall include a clause approved by the City  
5 Attorney, indemnifying, holding harmless, and defending Landlord and its agents from and  
6 against any and all claims, costs and expenses, including without limitation, reasonable  
7 attorneys' fees, incurred as a result of any default by the City in the performance of any of its  
8 material obligations under the Lease, or any negligent acts or omissions of the City or its  
9 agents, in, on, or about the Premises or the property on which the Premises are located,  
10 excluding those claims, costs and expenses incurred as a result of the gross negligence or  
11 willful misconduct of the Landlord or its agents; and, be it

12 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City  
13 with respect to such Lease are hereby approved, confirmed and ratified; and, be it

14 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
15 Property to enter into any amendments or modifications to the Lease (including, without  
16 limitation, the exhibits) that the Director of Property determines, in consultation with the City  
17 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially  
18 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the  
19 purposes of the Lease or this resolution, and are in compliance with all applicable laws,  
20 including the City Charter; and, be it

21 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full term  
22 of the Lease unless funds for the Department of Child Support Services' rental payments are  
23 not appropriated in any subsequent fiscal year at which time the City may terminate the Lease  
24 with reasonable advance notice to Landlord. Said Lease shall be subject to certification as to  
25 funds by the Controller, pursuant to Section 6.302 of the City Charter.

\*\*Supervisor Maxwell\*\*

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## Controller

## RECOMMENDED:

Director of Property  
Real Estate Division