

1 [Lease of Real Property at the southwest corner of 13th Street and South Van Ness Avenue.]

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3 **Resolution authorizing the lease of a parking lot, containing approximately 78,005**
4 **square feet, located at the southwest corner of 13th Street and South Van Ness Avenue.**

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6 WHEREAS, The City and County of San Francisco (“City”) leased a 34,420 square foot
7 portion of the proposed 13th Street and South Van Ness Avenue 78,005 square foot lease
8 premises (the “Premises”) from the State of California (“State”) for the period January 1, 1979
9 through June 9, 2003 to provide off-street parking for City-owned vehicles of various
10 departments over the lease term; and,

11 WHEREAS, The State terminated the aforementioned lease to provide a staging area
12 for its general contractor hired to reconstruct a portion of the Central Freeway; and,

13 WHEREAS, As a result of the termination of lease, the Department of Building
14 Inspection (“DBI”) entered into an MOU with the Department of Public Works (“DPW”) to
15 provide parking for DBI fleet vehicles on two former Central Freeway parcels under the
16 jurisdiction of DPW; and,

17 WHEREAS, In addition to DBI’s desire to reoccupy the parking facilities on the
18 Premises to dramatically reduce staff travel time between the office and vehicle parking and
19 thereby increase staff efficiencies, both of the former Central Freeway parcels have been sold
20 for residential development with one parcel slated for construction within six months; and

21 WHEREAS, During construction of the new Octavia Boulevard, City staff conducted
22 community meetings with residents of the area adjacent to the Central Freeway reconstruction
23 to discuss possible ancillary projects, funded by the Octavia Boulevard Project, for
24 beautification of the nearby neighborhoods; and

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1 WHEREAS, The residents of such nearby neighborhoods and City staff have identified
2 two State-owned airspace lots, fronting on Valencia Street and Stevenson Street, for
3 development of recreational and open space use by the community; and

4 WHEREAS, The Valencia Street and Stevenson Street lots, which currently provide
5 parking for City-owned and privately-owned vehicles assigned to the Human Services Agency
6 (“HSA”) and utilized by HSA personnel for City business, will be transformed into community
7 recreational and open space within the next 12-18 months thereby requiring relocation of the
8 HSA vehicles; and

9 WHEREAS, Upon completion of the Central Freeway reconstruction project and
10 vacation of the staging area, which comprised the Premises, by the State’s general contractor,
11 the State held an auction to lease various State-owned airspace parcels; and

12 WHEREAS, The City participated in the bidding for award of the lease on the Premises
13 and was the successful bidder; now, therefore, be it

14 RESOLVED, That in accordance with the recommendation of the Director, Department
15 of Building Inspection, the Director of Public Works, the Executive Director, Human Services
16 Agency and the Director of Property, the Director of Property is hereby authorized, on behalf
17 of the City, as tenant, to execute a written lease (the “Lease”) for the Premises, substantially
18 in the form on file with the Clerk of the Board of Supervisors in File No. _____; and,
19 be it

20 FURTHER RESOLVED, That the Lease shall commence retroactively on April 1, 2007
21 and expire on March 31, 2009; and, be it

22 FURTHER RESOLVED, That the base rent for the Premises shall be \$26,000 per
23 month and City, at its own cost and expense, shall maintain the Premises in an orderly, clean,
24 safe and sanitary condition; and, be it

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1 FURTHER RESOLVED, That State is to be free from all liability and claims for
2 damages by reason of any injury to any person or persons, including City, or property of any
3 kind whatsoever and to whomever belonging, including City, from any cause or causes
4 resulting from the operation or use of the Premises by City, its agents, customers, or business
5 invitees. City hereby covenants and agrees to indemnify and save harmless Landlord from all
6 liability, loss, cost, and obligations on account of any such injuries or losses; and, be it

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

9 FURTHER RESOLVED, That the Director of Property shall be authorized to enter into
10 any amendments or modifications to the Lease that the Director of Property determines, in
11 consultation with the City Attorney, are in the best interest of the City, do not increase the rent
12 or otherwise materially increase the obligations or liabilities of the City, are necessary or

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1 advisable to effectuate the purposes and intent of the Lease or this resolution, and are in
2 compliance with all applicable laws, including City's Charter.

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\$13,500.00 Available (DBI)
Appropriation No. DBIINSP-03021

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\$5,625.00 Available (DPW-BCM)
Appropriation No. PWM552SWFOHF

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\$750.00 Available (DPW-BOE)
Appropriation No. PWE552SWFOHF

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\$6,125.00 Available (HSA)
Appropriation No. 45ADOH

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2007-2008 Fiscal Year Funds Subject
to the Annual Appropriation Ordinance

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12 RECOMMENDED:

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14 _____
Director
Department of Building Inspection

Controller

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Director of Public Works

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Executive Director
Human Services Agency

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Director of Property

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