

1 [Real Property Lease - 110-12th Street - St. James Family Partnership, L.P. - ReproMail]

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3 **Resolution authorizing the lease of 10,469 sq. ft. of space at 110-12<sup>th</sup> Street with the St.**  
4 **James Family Partnership, L.P., for use by the Office of Contract Administration's**  
5 **ReproMail for the term of approximately ten years commencing on February 1, 2013,**  
6 **and terminating January 31, 2023 for the renovation of the property.**

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8 WHEREAS, ReproMail has occupied space at 875 Stevenson Street since the 1990's;  
9 and,

10 WHEREAS, The current lease for ReproMail at 875 Stevenson Street is on a month to  
11 month basis; and,

12 WHEREAS, The current owner of 875 Stevenson Street plans to completely renovate  
13 the building and has no interest in a new lease with the City; and,

14 WHEREAS, The Real Estate Division has identified a building which meets the  
15 specialized requirements of ReproMail (addressing particular needs such as power, HVAC,  
16 and loading facilities) and the Real Estate Division and St. James Family Partnership, L.P.  
17 ("Landlord") of 110 12<sup>th</sup> Street have negotiated a lease at fair market rental, considering all  
18 factors; and

19 WHEREAS, Such Lease is subject to enactment of a resolution by the Board of  
20 Supervisors and the Mayor, in their respective sole and absolute direction, approving and  
21 authorizing such Lease; now, therefore, be it

22 RESOLVED, That in accordance with the recommendation of the Director of Property,  
23 the Director of Property is hereby authorized to take all actions on behalf of the City and  
24 County of San Francisco, as tenant, to lease the property commonly known as 110 12<sup>th</sup>  
25 Street, San Francisco, California from Landlord (a copy of the lease is on file with the Clerk of

1 the Board of Supervisors in File No. \_\_\_\_\_, which is hereby declared to be a part of this  
2 resolution as if set forth fully herein) and on a form approved by the City Attorney; and, be it

3 FURTHER RESOLVED, That the Lease for 110 12<sup>th</sup> Street shall be for the term of  
4 approximately ten (10) years commencing upon Substantial Completion of the tenant  
5 improvements (expected to be February 1, 2013) and terminating on January 31, 2023,  
6 subject to City's right to terminate the lease any time after February 1, 2018 ( approximately 5  
7 years) by providing to Landlord one (1) year prior written notice; and, be it

8 FURTHER RESOLVED, That the base monthly rent for the first year of the term shall  
9 be \$27,000 per month (approximately \$2.58 per sq. ft.). Annually on each February 1 of the  
10 term, the base rent shall be subject to a four percent (4%) fixed increase. City shall pay  
11 either to Landlord or the service provider for separately metered utilities, janitorial, security  
12 alarm system costs, and other typical tenant expenses; and, be it

13 FURTHER RESOLVED, That the Lease shall include a lease clause, indemnifying,  
14 holding harmless, and defending Landlord and its agents from and against any and all claims,  
15 costs and expenses, including without limitation, reasonable attorneys' fees, incurred as a  
16 result of any default by the City in the performance of any of its obligations under the Lease,  
17 or any negligent acts or omissions of the City or its agents, in, on, or about the Premises or  
18 the property on which the Premises are located, excluding those claims, costs and expenses  
19 incurred as a result of the gross negligence or willful misconduct of the Landlord or its agents;  
20 and, be it

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

23 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of  
24 Property to enter into any amendments or modifications to the Lease (including, without  
25 limitation, the exhibits) that the Director of Property determines, in consultation with the City

1 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially  
2 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the  
3 purposes of the Lease or this resolution, and are in compliance with all applicable laws,  
4 including the City Charter; and, be it

5 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full term  
6 of the Lease unless funds for rental payments are not appropriated in any subsequent fiscal  
7 year at which time the City may terminate the Lease with advance notice to Landlord. Said  
8 Lease shall be subject to certification as to funds by the Controller, pursuant to Section 6.302  
9 of the City Charter.

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Acting Director of Property  
13 Real Estate Division

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