

1 [Lease of Real Property]

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3 **Resolution authorizing a lease renewal at 729 Filbert Street for the Department of**  
4 **Public Health.**

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6 WHEREAS, The Department of Public Health (“DPH”) occupies the entire building at  
7 729 Filbert Street, consisting of 11,067 rentable square feet on three floors, under a Lease  
8 dated May 11, 1993, (a copy of which is on file with the Clerk of the Board) with William J.  
9 Piedemonte (successor in interest to LEEMAH Electronics) as Landlord, and;

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

11 WHEREAS, DPH desires to continue its occupancy of the leased premises and the  
12 Landlord is willing to renew the lease for a term of ten (10) years; now, therefore, be it

13 RESOLVED, That in accordance with the recommendations of the Director of Public  
14 Health and the Director of Property, the Director of Property is hereby authorized on behalf  
15 of the City and County of San Francisco, as Tenant, to enter into a lease renewal in a form  
16 approved by the city Attorney for a term of ten years with William J. Piedemonte, as  
17 Landlord, for the building located at 729 Filbert Street, San Francisco, California, for the  
18 Department of Public Health. The leased premises shall consist of approximately 11,067  
19 rentable square feet. The lease term shall commence upon expiration of the present lease  
20 term, July 1, 2003, and shall end June 30, 2013. The monthly rent shall be \$20,300.00  
21 during the first five years of the term and shall be adjusted at the commencement of the  
22 sixth year and every year thereafter, in accordance with changes in the Consumer Price  
23 Index, with annual adjustments to be a minimum of two percent per year and a maximum of  
24 five percent per year. The City shall continue to pay the costs of its utilities and janitorial  
25 services; and, be it

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

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

24           FURTHER RESOLVED, That the Director of Property shall be authorized to enter into  
25 any additional amendments or modifications to the Lease, including without limitation, exhibits

1 or improvement specifications, that the Director of Property determines, in consultation with  
2 the City Attorney, are in the best interest of the City, do not increase the rent or otherwise  
3 materially increase the obligations or liabilities of the City, are necessary or advisable to  
4 effectuate the purposes and intent of the Lease as amended or this resolution, and are in  
5 compliance with all applicable laws, including City's Charter; and, be it

6 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full  
7 Lease Term unless funds for the Department of Public Health's rental payments are not  
8 appropriated in any subsequent fiscal year, at which time the City may terminate the Lease  
9 with sixty (60) days advance notice to Landlord. Said Lease shall be subject to certification  
10 as to funds by the Controller, pursuant to Section 6.302 of the City Charter.

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13 RECOMMENDED: \$\_\_\_\_\_ Available from  
14 Appropriation No. \_\_\_\_\_

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16 \_\_\_\_\_  
17 Director  
18 Department of Public Health

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20 Controller

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19 Acting Director of Property

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