

1 [Lease of Real Property]

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3 **Resolution authorizing the lease of 10,000 sq. ft. of space at 70 Oak Grove Street for the**
4 **Sheriff's Department's Alternative Programs.**

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6 BE IT RESOLVED, That in accordance with the recommendation of the Sheriff of the
7 City and County of San Francisco and the Director of Property, the Director of Property is
8 hereby authorized to take all actions, on behalf of the City and County of San Francisco, as
9 tenant, to execute a written lease (copy of which is on file with the Clerk of the Board) and
10 other related documents with Ruth Mellinger, an unmarried woman, her successors or assigns
11 ("Landlord"), for the building commonly known as 70 Oak Grove Street, San Francisco,
12 California, which comprises an area of approximately 10,000 square feet on the terms and
13 conditions herein and on a form approved by the City Attorney; and, be it

14 FURTHER RESOLVED, That the lease shall commence upon substantial completion
15 of tenant improvements (expected to be about June 1, 2004) and terminate May 31, 2014.
16 The monthly rent shall be \$14,125.00. Beginning June 1, 2009, the monthly Base Rent shall
17 be increased by the proportional increase in the Consumer Price Index. However, in no event
18 shall such increased Base Rent be more than \$18,362.50 nor less than \$16,243.75. The City
19 shall pay \$132,435 for the construction of a portion of the specialty tenant improvements. The
20 City shall pay for utilities, janitorial and other typical tenant costs including data,
21 telecommunications and moving expenses; and, be it

22 FURTHER RESOLVED, That the lease shall include a clause approved by the City
23 Attorney, indemnifying and holding harmless the Landlord, from and agreeing to defend the
24 Landlord against any and all claims, costs and expenses, including, without limitation,
25 reasonable attorney's fees, incurred as a result of City's use of the premises, any default by

Real Estate Division

Supervisors Sandoval, Peskin, McGoldrick

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1 the City in the performance of any of its obligations under the lease, or any acts or omissions
2 of City or its agents, in, on or about the premises or the property on which the premises are
3 located, excluding those claims, costs and expenses incurred as a result of the active gross
4 negligence or willful misconduct of Landlord or its agents; and, be it

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

7 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
8 Property to enter into any amendments or modifications to the Lease (including without
9 limitation, the exhibits) that the Director of Property determines, in consultation with the City
10 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially
11 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the
12 purposes of the Lease or this resolution, and are in compliance with all applicable laws,
13 including City's Charter; and, be it

14 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full term
15 of the lease unless funds for the Sheriff's Department rental payments are not appropriated in
16 any subsequent fiscal year at which time City may terminate the lease with ninety (90) days
17 advance written notice to Landlord. Said Lease shall be subject to certification as to funds by
18 the Controller, pursuant to Section 3.105 of the Charter.

19 \$14,125 Available
20 Appropriation No.
21 2SPPFISHI
PSHSIP

22 \$132,435 Available
23 Appropriation No.
24 2SPCFGNC
SFCOPS0484

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Controller

1 RECOMMENDED:
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3 _____
4 Sheriff

5 _____
6 Director of Property
Real Estate Division
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