

1 [Lease Amendment - Choo Laguna LLC - 258-A Laguna Honda Boulevard - Term
2 Extension - \$57,906 Initial Annual Base Rent]

3 **Resolution approving and authorizing the Director of Property, on behalf of the**
4 **Office of the Public Defender, to execute a First Amendment to Office Lease for the**
5 **continued use of office space located at 258-A Laguna Honda Boulevard with Choo**
6 **Laguna LLC, as Landlord, effective upon approval of the Resolution by the Board of**
7 **Supervisors and the Mayor and upon execution of the Amendment by the Director of**
8 **Property, with an estimated commencement date of March 1, 2026, and terminating**
9 **on February 28, 2029, at the monthly base rent of \$4,825.50 for a total annual base**
10 **rent of \$57,906 increased by \$145.50 and \$148.50 per month in the second and third**
11 **years, respectively, with one three-year option to extend; and authorizing the**
12 **Director of Property to take other actions with respect to the Amendment that the**
13 **Director of Property deems to be in the best interest of City, do not materially**
14 **increase the obligations or liabilities of the City, do not materially decrease the**
15 **benefits to the City, are necessary or advisable to effectuate the purposes of the**
16 **Amendment or this Resolution, and are in compliance with all applicable laws,**
17 **including the City's Charter.**

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19 WHEREAS, The City and County of San Francisco ("City"), on behalf of the Office of
20 the Public Defender ("PDR"), entered into an Office Lease commencing on July 1, 2014
21 ("Lease") with Choo Laguna LLC ("Landlord"), for approximately 1,800 rentable square feet
22 of office space located at 258-A Laguna Honda Boulevard (the "Office"); and

23 WHEREAS, The Office, is currently used by the attorneys, paralegals and
24 investigators of PDR's Mental Health Unit ("MHU"); and

1 WHEREAS, Upon approval of PDR's Fiscal Year (FY) 2025-2026 budget request,
2 including funding of the MHU program, the City Administrator directed the Real Estate
3 Division to negotiate an additional extension of the Lease, and

4 WHEREAS, The First Amendment to Office Lease ("Lease Amendment")
5 corresponding to this Resolution would (i) extend the Lease term by three years at an initial
6 annual base rent of \$57,906 excluding the first month of the extended term, which will be
7 abated; and include: (ii) leasehold improvements, including recarpeting and repainting of
8 the Office, and replacement of window screens; (iii) janitorial services at \$675 per month;
9 and (iv) one option to further extend the Lease for an additional three years at 95% of fair
10 market rent, to be no less than the rate in effect during the third year of the term of the
11 Lease Amendment, and continuing to be subject to three-percent annual increases
12 thereafter; and

13 WHEREAS, The Director of Property has determined that the proposed rental rate
14 set forth in the Lease Amendment is equal to or less than fair market rent for the Office;
15 now, therefore, be it

16 RESOLVED, That, in accordance with the recommendation of the PDR and the
17 Director of Property, the Board of Supervisors hereby approves the Lease Amendment and
18 the Director of Property is hereby authorized to take all actions on behalf of the City and
19 County of San Francisco, as tenant, to execute the Lease Amendment on the terms and
20 conditions set forth herein; and, be it

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

23 FURTHER RESOLVED, That the Director of Property is authorized to take other
24 actions with respect to the Lease that the Director of Property deems to be in the best interest
25 of City, do not materially increase the obligations or liabilities of the City, do not materially

1 decrease the benefits to the City and are necessary or advisable to effectuate the purposes of
2 the Lease or this Resolution, and are in compliance with all applicable laws, including City's
3 Charter; and be it

4 FURTHER RESOLVED, That within 30 days of the Lease Amendment being fully
5 executed by all parties, the Director of Property shall provide a copy to the Clerk of the
6 Board for inclusion into the official file; and, be it

7 FURTHER RESOLVED, That the City shall have the right to lease the Office as
8 described in the Lease Amendment, subject to the appropriation of sufficient funds to pay
9 for City's lease obligations by the Board of Supervisors and Mayor in their sole and absolute
10 discretion, and if such funds are not appropriated in any subsequent fiscal year, City may
11 terminate the Lease at no cost with written notice to Landlord.

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\$14,476.50 Available
(base rent for period from 3/1/2026
through 6/30/26)

Fund ID:	10000	Fund Name:	GF Annual Acct Ctrl
Department ID:	232082	Dept Name:	PDR Public Defender
Project ID:	10001889	Project Name:	PD Criminal Defense-GF
Authority ID:	10000	Authority Name:	GF
Account ID:	530110	Account Name:	Property Rent
Activity ID:	0001	Activity Name:	Criminal Defense-GF

/s/ _____
Michelle Allersma, Budget and Analysis
Division Director on behalf of
Greg Wagner, Controller

RECOMMENDED:
PUBLIC DEFENDER'S OFFICE

/s/ _____
Matt Gonzalez
Chief Attorney

REAL ESTATE DIVISION

/s/ _____
Sarah R Oerth
Director of Property