

1 [Lease of Real Property - Emergency Management and Assessor-Recorder - 711 Van Ness
2 Avenue]

3 **Resolution authorizing the lease of 9,800 sq. ft. at 711 Van Ness Avenue for twenty-**
4 **one months for the Department of Emergency Management and the Office of the**
5 **Assessor-Recorder.**

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7 WHEREAS, The Department of Emergency Management (DEM) office lease at 10
8 Lombard St. expires on July 15, 2012 and DEM must vacate the property on or before that
9 date; and

10 WHEREAS, The offices for the Office of the Assessor-Recorder (Assessor's Office)
11 at City Hall are not sufficient to address interim space demands from program growth; and

12 WHEREAS, Both DEM and the Assessor's Office are in need of immediate, short-
13 term office needs in the Civic Center area; and

14 WHEREAS, Since December 2011, DEM and the Assessor's Office, with the Real
15 Estate Division's assistance, began researching and visiting office locations in and around
16 Civic Center to determine the best site for its needs, and suite within 711 Van Ness Avenue
17 was determined as the best site; now, therefore, be it

18 RESOLVED, That the Director of Real Estate is hereby authorized to take all actions,
19 each on behalf of the City and County of San Francisco, as tenant, to execute a lease and
20 other related documents with SFOC, LLC, ("Landlord"), in the building commonly known as
21 711 Van Ness Avenue, San Francisco, California, for the Premises which comprise an area
22 of approximately 9,800 square feet, (known as "Suite 400"), on the terms and conditions
23 contained in the Lease (a copy of which is on file with the Clerk of the Board of Supervisors
24 in File No. 120675) and as contained herein; and, be it

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1 FURTHER RESOLVED, That the Lease shall be for a term of twenty-one (21)
2 months (commencing upon Substantial Completion of the Tenant Improvements expected to
3 be on or about July 15, 2012). The Lease shall be at a base rent of \$17,966.67 per month
4 (\$22.00 per square foot per year) and shall be fully serviced. The base rent will not increase
5 during the term of the Lease. The City shall only pay for parking (\$1,200.00 per month) and
6 any utility usage costs above those of a typical tenant; and, be it

7 FURTHER RESOLVED, That the Lease shall include the lease clause indemnifying
8 and holding harmless the Landlord, from and agreeing to defend the Landlord against any
9 and all claims, costs and expenses, including, without limitation, reasonable attorney's fees,
10 incurred as a result of City's use of the premises, any default by the City in the performance
11 of any of its obligations under the lease or any acts or omissions of City or its agents, in, on
12 or about the premises or the property on which the premises are located, excluding those
13 claims, costs and expenses incurred as a result of the negligence or willful misconduct of
14 Landlord or its agents; and, be it

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

17 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
18 Real Estate to enter into any amendments or modifications to the Lease (including without
19 limitation, the exhibits) that the Director of Real Estate determines, in consultation with the
20 City Attorney, are in the best interest of the City, do not increase the rent or otherwise
21 materially increase the obligations or liabilities of the City, are necessary or advisable to
22 effectuate the purposes of the Lease or this resolution, and are in compliance with all
23 applicable laws, including City's Charter; and, be it

24 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full
25 term of the lease unless funds for rental payments are not appropriated in any subsequent

1 fiscal year. Said Lease shall be subject to certification as to funds by the Controller,
2 pursuant to Section 3.105 of the Charter.

3 RECOMMENDED:
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5 _____
6 John Updike
7 Acting Director
8 Real Estate Division

9 RECOMMENDED:
10 DEPARTMENT OF
11 EMERGENCY MANAGEMENT

12 _____
13 Anne Kronenberg
14 Executive Director
15 Department of Emergency Management

16 RECOMMENDED:
17 OFFICE OF THE
18 ASSESSOR-RECORDER

19 _____
20 Phil Ting
21 Assessor-Recorder
22 Office of the Assessor-Recorder

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