

1 [Real Property Lease - 124 Turk Street]

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3 **Resolution authorizing the exercise of a 10 year option to extend the Master Lease of**
4 **the 14,700 square foot building at 124 Turk Street for the Department of Public**
5 **Health.**

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7 WHEREAS, The City and 124 Turk Street, LP, executed the ten year Master Lease
8 dated 9/9/2002, authorized by Resolution 500-02 for the Premises at 124 Turk Street
9 comprising 14,700 square feet; and

10 WHEREAS, The Department of Public Health contracts with service providers to
11 provide clean and safe housing at the Premises for approximately 55 individuals who have
12 a history of homelessness and may have a disability related to mental health, HIV/AIDS,
13 and/or substance abuse; and

14 WHEREAS, The Master Lease is due to expire on July 31, 2012, and contains an
15 option to extend the term for ten years on the same terms and conditions; and

16 WHEREAS, The option term is subject to enactment of a resolution by the Board of
17 Supervisors and Mayor, in their respective sole and absolute discretion, approving and
18 authorizing such exercise; now, therefore, be it

19 RESOLVED, That in accordance with the recommendation of the Director of the
20 Department of Public Health and the Acting Director of Property, the Acting Director of
21 Property is hereby authorized to take all actions on behalf of the City and County of San
22 Francisco, as Master Lessee, to extend the Master Lease for the building commonly known
23 as 124 Turk Street, a copy of which is included in Board of Supervisors File No. 120790 on
24 the terms and conditions set forth, and on a form approved by the City Attorney; and be it

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1 FURTHER RESOLVED, That the Master Lease extension shall be for a term of ten
2 years at a base monthly rent of \$34,664.99, or approximately \$2.36 per square foot, in
3 addition to utility and janitorial services; and be it

4 FURTHER RESOLVED, That the Master Lease includes a clause indemnifying,
5 holding harmless, and defending the Master Lessor and its agents from and against any
6 and all claims, costs and expenses, including without limitation, reasonable attorney fees
7 incurred as a result of any default by the City in the performance of any of its material
8 obligations under the Master Lease, or any negligent acts or omissions of the City, or its
9 agents, in, on or about the Premises or the property on which the Premises are located,
10 excluding those claims, costs and expenses incurred as a result of the negligence or willful
11 misconduct of the Master Lessor or its agents; and be it

12 FURTHER RESOLVED, That any action taken by the Acting Director of Property
13 and other relevant officers of the City with respect to the exercise of the option under the
14 Master Lease as set forth herein is hereby ratified and affirmed; and be it

15 FURTHER RESOLVED, That the Acting Director of Property be authorized to enter
16 into any additions, amendments or other modifications to the Master Lease agreement
17 (including without limitation, the exhibits) that the Acting Director of Property determines, in
18 consultation with the Director of the Department of Public Health and the City Attorney, are
19 in the best interests of the City, do not materially increase the obligations or liabilities of the
20 City, and are necessary or advisable to complete the transaction contemplated in the
21 Master Lease and effectuate the purpose and intent of this resolution, such determination
22 to be conclusively evidenced by the execution and delivery by the Acting Director of
23 Property of any amendments thereto; and be it

24 FURTHER RESOLVED, That said Master Lease shall be subject to certification of
25 funds by the Controller pursuant to Section 6.302 of the Charter.

1 RECOMMENDED:

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Department of Public Health

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John Updike
Acting Director of Property

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8 \$415,979.88 Available
Appropriation No. HCHSHHOUSGGF
9 Sub-object: 03000

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Controller, subject to the enactment
of the FY 2012-2013 annual
12 Appropriation ordinance

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