

1 [Lease of Real Property]

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3 **Resolution authorizing the lease of 4,997 sq. ft. of space at 555 7<sup>th</sup> Street to the San**  
4 **Francisco PreTrial Diversion Project.**

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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 the San Francisco PreTrial Diversion Project, a 501 (c) 3 non-  
11 profit as tenant for space in the building commonly known at 555 7<sup>th</sup> Street, San Francisco,  
12 California, which comprises an area of approximately 4,997 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 City's delivery of  
15 possession of the Premises (expected to be about July 1, 2002) and terminate June 30,  
16 2004, subject to City's right to terminate upon 180 days' advance written notice. The  
17 monthly rent shall be \$12,492.50. Tenant shall pay the prorata share of increased  
18 operating expenses over a 2001/2002 base year. Tenant shall have four (4) options to  
19 extend the term for one (1) year each at a base rent increased by the proportional increase  
20 in the Consumer Price Index. Tenant shall provide for tenant improvements, if any; and, be  
21 it

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

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

14 FURTHER RESOLVED, That said Lease shall be subject to certification as to funds  
15 by the Controller, pursuant to Section 6.302 of the Charter.

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17 RECOMMENDED:

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Sheriff

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Director of Property  
22 Real Estate Division

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