

1 [Lease of Real Property]

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3 **Resolution authorizing a lease of approximately 8,105 square feet of space at 10 United**  
4 **Nations Plaza for the Department of Child Support Services for a term of six years.**

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6 BE IT RESOLVED, That in accordance with the recommendation of the Director of the  
7 Department of Child Support Services 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 (the "Lease", a copy of which is on file with the Clerk of the  
10 Board) and other related documents with Foster/UN, LLC ("Landlord"), for Suite 150 on the  
11 ground floor and Suite 420 on the fourth floor of the building commonly known as 10 United  
12 Nations Plaza, San Francisco, California, which together comprise an area of approximately  
13 (5,111 sq. ft. plus 2,994 sq. ft.) 8,105 sq. ft. (the "Premises") on the terms and conditions set  
14 forth herein, and on a form approved by the City Attorney; and, be it

15 FURTHER RESOLVED, That the Lease shall commence upon substantial completion  
16 of improvements (estimated to be February 1, 2004) and terminate January 31, 2010 (an  
17 initial term of approximately six years). The monthly rent shall be \$14,103.75 (approximately  
18 \$21.00 per square foot per year or \$1.75 per square foot per month) and due and payable on  
19 the first day of each month for the entire Lease term. The Lease shall be fully serviced with  
20 the Landlord paying for standard electricity, water, sewer, janitorial services, security services,  
21 and building maintenance and repairs; and, be it

22 FURTHER RESOLVED, That the City shall have a right to terminate the lease at any  
23 time after the fifth year anniversary with six months prior written notice; and, be it

24 FURTHER RESOLVED, That the City shall have one (1) option to renew the Lease for  
25 an additional term of one (1) year at on the same terms and conditions except the base

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1 monthly rent shall be increased by the proportionate increase in the Consumer Price Index –  
2 San Francisco/Oakland All Urban Consumers for the index published three (3) months prior to  
3 the commencement date and the index published three (3) months prior to the expiration date  
4 of the initial term; and, be it

5 FURTHER RESOLVED, That the City shall have second option to renew the lease for  
6 an additional three (3) year term on the same terms and conditions except that the Base Rent  
7 shall be adjusted to 95% of fair market rental; and, be it

8 FURTHER RESOLVED, That the Lease shall include a clause approved by the City  
9 Attorney, indemnifying, holding harmless, and defending Landlord and its agents from and  
10 against any and all claims, costs and expenses, including without limitation, reasonable  
11 attorneys' fees, incurred as a result of any default by the City in the performance of any of its  
12 material obligations under the Lease, or any negligent acts or omissions of the City or its  
13 agents, in, on, or about the Premises or the property on which the Premises are located,  
14 excluding those claims, costs and expenses incurred as a result of the gross negligence or  
15 willful misconduct of the Landlord or its agents; and, be it

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

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

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1 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full term  
2 of the Lease unless funds for the Department of Child Support Services' rental payments are  
3 not appropriated in any subsequent fiscal year at which time the City may terminate the Lease  
4 with reasonable advance notice to Landlord. Said Lease shall be subject to certification as to  
5 funds by the Controller, pursuant to Section 6.302 of the City Charter.

6	STATE	FEDERAL	
7		\$23,976.38 Available	\$46,542.37 Available
8		Fund: CSS	Fund: CSS
9		Subfund: ANP	Subfund: ANP
10		Index Code: 170001	Index Code: 170001
		Character: 450	Character: 400
	Subobject: 45299		Subobject: 40299

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Controller  
Subject to the enactment of the Annual Appropriation  
Ordinance for FY 2003/2004

**RECOMMENDED:**

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Department of Child Support Services

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Director of Property  
Real Estate Division