

1 [Lease of Real Property]

2 **Resolution authorizing the exercise of a five year option to extend the Lease of**
3 **approximately 7,725 square feet of space at 3801 3rd Street, suites 110, 210, 220 and 230**
4 **for the Department of Human Services.**
5

6 WHEREAS, The City and Bayview Plaza LLC, executed the five year Lease dated
7 January 15, 1998, authorized by Resolution 196-98 for Premises consisting of 7,095 square
8 feet at the building commonly known as 3801 3rd Street, suites 110, 220 and 230; and
9

10 WHEREAS, The City and Bayview Plaza LLC executed a first amendment to said
11 lease dated July 22, 1999, authorized by Resolution 696-99 to add 630 square feet, 3801 3rd
12 Street, suite 210 to premises; and

13 WHEREAS, Such Lease and Amendment expire on June 30, 2003 and contain an
14 option to extend the term for 5 years on the same terms and conditions except that the Base
15 Monthly Rental is to be adjusted to 95% of the market rental value; and,

16 WHEREAS, Pursuant to the terms of such option, the Real Estate Division and
17 Bayview Plaza LLC have negotiated such 95% of fair market rental, considering all factors;
18 and,

19 WHEREAS, Such terms for the option are subject to enactment of a resolution by the
20 Board of Supervisors and the Mayor, in their respective sole and absolute direction, approving
21 and authorizing such exercise; now, therefore, be it

22 RESOLVED, That in accordance with the recommendation of the Director of the
23 Department of Human Services and the Director of Property, the Director of Property is
24 hereby authorized to take all actions on behalf of the City and County of San Francisco, as
25 Lessee, to extend the Lease and the First Amendment to the Lease(copies of the original

1 lease and first amendment are on file with the Clerk of the Board) with Bayview Plaza LLC
2 Lessor, for the building commonly known as 3801 3rd Street, suites 110, 210,220 and 230,
3 San Francisco, California, for the area of approximately 7,725 sq. ft. of building area (the
4 “Premises”) on the terms and conditions set forth herein, and on a form approved by the City
5 Attorney; and, be it

6 FURTHER RESOLVED, That the Lease extension shall be for a term of 5 years at a
7 monthly rental of \$11,575.84, (approximately \$17.98 per sq. ft. annually). City shall continue
8 to pay for separately metered electrical service, but there will be no pass through of operating
9 expenses during the option period. Landlord is responsible for non electrical utilities, janitorial
10 services, building maintenance and repairs, and other operating expense; and, be it

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

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

21 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
22 Property to enter into any amendments or modifications to the Lease (including, without
23 limitation, the exhibits) that the Director of Property determines, in consultation with the City
24 Attorney, are in the best interest of the City, do not increase the rent or otherwise materially
25 increase the obligations or liabilities of the City, are necessary or advisable to effectuate the

1 purposes of the Lease renewal or this resolution, and are in compliance with all applicable
2 laws, including the City Charter; and, be it

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

8
9 \$138,910.08 Available
10 Fund: 1G
11 Subfund: AAA
12 Index Code: 45ADOH
13 Character: 021
14 Subobject: 03011

15
16 _____
17 Controller

18 Subject to the enactment of the Annual Appropriation
19 Ordinance for Fiscal Year 2003/2004.

20 **RECOMMENDED:**

21 _____
22 Department of Human Services

23 _____
24 Director of Property
25 Real Estate Division