

1 [Lease of Real Property]

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3 **Resolution authorizing extension of a lease of real property at 617-623 Mission/101 New**  
4 **Montgomery Streets for the Department of Child Support Services.**

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6 WHEREAS, The Department of Child Support Services (CSS) occupies premises at  
7 617-623 Mission/101 New Montgomery Streets under a Lease dated December 19, 1994, a  
8 copy of which is currently on file with the Clerk of the Board in File No. , with 101  
9 New Montgomery Street Building, as Landlord, and the term of that Lease terminates on  
10 July 31, 2002; and

11 WHEREAS, The present Lease provides the City with an option to extend the term  
12 of its lease for another five years commencing August 1, 2002, and the Department of Child  
13 Support Services wishes to continue its occupancy of the leased premises; now, therefore,  
14 be it

15 RESOLVED, That in accordance with the recommendations of the Director of  
16 Department of Child Support Services, the Director of Property is hereby authorized on  
17 behalf of the City and County of San Francisco, as Tenant, to extend for an additional  
18 period of five years the lease with 101 New Montgomery Street Building, as Landlord, for a  
19 portion of the building located at 617-623 Mission Street and also known as 101 New  
20 Montgomery Street, San Francisco, California, for the Department of Child Support  
21 Services (CSS). The leased premises consist of approximately 33,998 rentable square feet  
22 on a portion of the ground floor and the entire second, third and fourth floors plus basement  
23 storage space.

24 The lease extension shall commence upon expiration of the initial term, August 1,  
25 2002 and shall end July 31, 2007. The current monthly base rent will be adjusted for

1 changes in the Consumer Price index since February 1995. The City shall continue to pay  
2 its electricity costs. Landlord shall be responsible for building operating costs to include  
3 taxes, insurance, water, janitorial and other services and the Base Year for operating costs  
4 shall be changed to 2002. City shall pay its pro-rata share of any increase in operating  
5 expenses during the extension term in excess of those during the Base Year 2002. City  
6 shall remain as tenant for the entire extension term unless funds for CSS' rental payments  
7 for this lease are not appropriated in any subsequent fiscal year, at which time City may  
8 terminate this lease with ninety (90) days prior written notice to Landlord.

9 City shall, at its sole cost and expense, indemnify, defend and hold harmless  
10 ("Indemnify") Landlord and its Agents from and against any and all claims, costs and  
11 expenses, including, without limitation, reasonable attorneys' fees, (collectively, "Claims"),  
12 incurred as a result of (a) City's use and occupancy of the Premises, (b) any default by City  
13 in the performance of any of its obligations under this Lease, or (c) any negligent or willful  
14 acts of omissions of City, its Agents or invitees, in, on or about the Premises or the  
15 Property; provided, however, City shall not be obligated to Indemnify Landlord or its Agents  
16 to the extent any Claim arises out of the active negligence or willful misconduct of Landlord  
17 or its Agents. In any action or proceeding brought against Landlord or its Agents. In any  
18 action or proceeding brought against Landlord or its Agents by reason of any claim  
19 indemnified by City hereunder, City may, at its sole option, elect to defend such Claim by  
20 Attorneys in City's Office of the City Attorney, by other attorneys selected by City, or by  
21 both. City shall have the right to control the defense and to determine the settlement or  
22 compromise of any action or proceeding, provided, that Landlord shall have the right, but  
23 not the obligation, to participate in the defense or any such Claim at its sole cost and  
24 provided further that no such settlement shall obligate Landlord in any manner without the  
25 prior written approval of Landlord. City hereby assumes all risks and waives all claims

1 against Landlord for any damage to property or any injury to or death of any person in or  
2 about the Premises or the Building arising from any cause whatsoever except to the extent  
3 caused by the negligence or willful misconduct of Landlord or its Agents. City's obligations  
4 shall survive the termination of the Lease.

5 The lease shall continue to be subject to Charter Section 6.302.

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7 RECOMMENDED:

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11 Director  
12 Department of Child Support Services

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Controller

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15 Director of Property

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