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**[Lease of Real Property]**

**AUTHORIZING THE EXPANSION AND EXTENTION OF AN EXISTING LEASE OF REAL PROPERTY AT SAN FRANCISCO GENERAL HOSPITAL WITH THE UNIVERISTY OF CALIFORNIA REGENTS.**

**WHEREAS,** The City and County of San Francisco leases the entire north portion of Unit 5B and Rooms 5B4, 5B6, 5B8 and 5B10 in the south portion of Unit 5B, located on the fifth floor of the New Hospital; and Rooms 304, 308, 309, 310, 320, 321, 322, and 360 on the third floor in Building 100 at San Francisco General Hospital to The University of California Regents under a certain lease dated September 30, 1992; and,

**WHEREAS,** The initial term of said lease will expire on September 30, 2002 and San Francisco General Hospital and the Regents (UCSF) desires to negotiate an expansion and extention of the lease; now, therefore, be it

**RESOLVED,** In accordance with the recommendation of the Director of the Department of Public Health, the Controller and the Director of Property, that the Mayor and the Clerk of the Board of Supervisors, on behalf of the City and County of San Francisco, as Landlord, be and they, are hereby authorized to execute a First Amendment to Lease with The University of California Regents, as Tenant, for the addition of Rooms 101, 102, 316, 317, and 318 of Building 100 (consisting of a total of 1,015 square feet) to the leased Premises and deleting Room 5B10 in the "New Hospital" (consisting of 164 square feet) from the Premises. The Premises as modified shall consist of a total of 8,485 rentable square feet; and, be it

**FURTHER RESOLVED,** The term of the amended lease shall expire on December 31, 2010; and, be it

**(REAL ESTATE)**

1           **FURTHER RESOLVED**, the University shall have the right to extend the Lease as to the  
2 entire Premises for three additional 5-year periods at the then prevailing market rate (the "Extended  
3 Term").

4           **FURTHER RESOLVED**, Effective retroactively to October 1, 1997, the rental amount shall  
5 be \$.91 (ninety-one cents) per square foot per month. The amended rental amount shall be applied to  
6 the original Premises square footage for the period from October 1, 1997 to the effective date of the  
7 Amendment. On and after the effective date of the Amendment, the amended rental rate shall be  
8 applied to the 8,485 square feet. Of the total \$.91 rent paid, \$.33 will be credited to a maintenance  
9 and capital improvement account for the San Francisco General Hospital ("SFGH"). The City shall  
10 use funds in this account for repairs, compliance with codes or any laws concerning the condition of  
11 the buildings or any portion thereof, and capital improvements to SFGH campus buildings in which the  
12 University has leased premises to the extent City determines such expenditures are necessary. The City  
13 shall maintain this maintenance and capital improvement account until the expiration date or earlier  
14 termination of the Lease. Any funds remaining in this account at such expiration or earlier termination  
15 of this lease shall remain with SFGH and City, in its sole and absolute discretion, shall spend such  
16 funds for whatever purposes it deems appropriate. Expenditures from the capital improvement account  
17 established herein shall be subject to the budget and fiscal provisions of the City Charter.  
18 Notwithstanding anything to the contrary in this Lease, there shall be no obligation to expend money  
19 from the account unless the Controller of the City and County of San Francisco first certifies, pursuant  
20 to Section 3.105 of the Charter of the City and County of San Francisco, that a sufficient  
21 unencumbered balance is available in the account and City's Board of Supervisors in its sole and  
22 absolute discretion approves such expenditure. All projects to be funded by this account are subject to  
23 collaborative review, prioritization and concurrence by SFGH Facilities Management and the Dean's  
24 Office at SFGH. Such concurrence shall not be unreasonably delayed or withheld; and, be it  
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**(REAL ESTATE)**

1           **FURTHER RESOLVED**, Except as specifically modified by the First Amendment, the Lease  
2 shall be on the same terms and conditions set forth in the original lease ; and, be it  
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4           Said Lease shall be subject to certification of funds by the Controller pursuant to Section  
5 3.105 of the Charter. The City Attorney shall approve the form of the First Amendment to Lease  
6 and any related documents.

7           **FURTHER RESOLVED**, That all actions heretofore taken by the officers of the City with  
8 respect to such lease are hereby approved, confirmed and ratified.  
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10           **RECOMMENDED:**

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12           \_\_\_\_\_  
13           Director, Department of Public Health

14             
15           \_\_\_\_\_  
16           Director of Property

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18           \_\_\_\_\_  
19           Controller  
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**(REAL ESTATE)**

