1	[Lease of Real Property]		
2			
3	Resolution authorizing a lease renewal at 2001 Van Ness Avenue/1700 Jackson Street		
4	for the Department of Public Health.		
5			
6	WHEREAS, The Department of Public Health ("DPH") occupies leased premises at		
7	2001 Van Ness Avenue/1700 Jackson Street, San Francisco on the third floor consisting of		
8	approximately 9,718 rentable square feet (the "Premises") under a lease dated May 24, 1993		
9	(a copy of which is on file with the Clerk of the Board) with Astorian Family Trust as Landlord;		
10	and		
11	WHEREAS, The term of that Lease terminates on June 30, 2003; and		
12	WHEREAS, The DPH desires to continue its occupancy of the Premises and renew the		
13	Lease; now, therefore, be it		
14	RESOLVED, That in accordance with the recommendations of the Director of Public		
15	Health and the Director of Property, the Director of Property is hereby authorized, on behalf of		
16	the City and County of San Francisco, as Tenant, to execute a lease extension to renew the		
17	lease, in a form approved by the City Attorney, along with other related documents with		
18	Landlord; and, be it		
19	FURTHER RESOLVED, That the Extension Term shall commence July 1, 2003 and		
20	shall expire on June 30, 2008 and the monthly rent shall be \$16,000.00 for the first thirty-six		
21	(36) months of the Extension Term and shall be \$16,500.00 for the following twenty-four (24)		
22	months; and, be it		
23	FURTHER RESOLVED, That the City shall continue to be responsible for payments for		
24	costs of utilities and services used by City at the Premises; and, be it		
25			

FURTHER RESOLVED, That City shall, at its sole cost and expense, indemnify,
defend and hold harmless ("Indemnify") Landlord and its Agents from and against any and
all claims, costs and expenses, including, without limitation, reasonable attorneys' fees,
(collectively, "Claims"), incurred as a result of (a) City's use and occupancy of the
Premises, (b) any default by City in the performance of any of its obligations under this
Lease, or (c) any negligent or willful acts of omissions of City, its Agents or invitees, in, on
or about the Premises or the Property; provided, however, City shall not be obligated to
Indemnify Landlord or its Agents to the extent any Claim arises out of the active negligence
or willful misconduct of Landlord or its Agents. In any action or proceeding brought against
Landlord or its Agents. In any action or proceeding brought against Landlord or its Agents
by reason of any claim indemnified by City hereunder, City may, at its sole option, elect to
defend such Claim by Attorneys in City's Office of the City Attorney, by other attorneys
selected by City, or by both. City shall have the right to control the defense and to
determine the settlement or compromise of any action or proceeding, provided, that
Landlord shall have the right, but not the obligation, to participate in the defense or any
such Claim at its sole cost and provided further that no such settlement shall obligate
Landlord in any manner without the prior written approval of Landlord. City hereby
assumes all risks and waives all claims against Landlord for any damage to property or any
injury to or death of any person in or about the Premises or the Building arising from any
cause whatsoever except to the extent caused by the negligence or willful misconduct of
Landlord or its Agents. City's obligations shall survive the termination of the Lease; and be
it

FURTHER RESOLVED, That any action taken by any City employee or official with

respect to this Lease and Extension is hereby ratified and affirmed; and, be it,

1	FURTHER RESOLVED, That the Director of Property shall be authorized to enter into		
2	any additional amendments or modifications to the Lease, including without limitation, exhibits		
3	or improvement specifications, that the Director of Property determines, in consultation with		
4	the City Attorney, are in the best interest of the City, do not increase the rent or otherwise		
5	materially increase the obligations or liabilities of the City, are necessary or advisable to		
6	effectuate the purposes and intent of the Lease as amended or this resolution, and are in		
7	compliance with all applicable laws, including City's Charter; and, be it		
8	FURTHER RESOLVED, That the City shall occupy the entire Premises for the full		
9	Extension Term unless funds for the Department of Public Health's rental payments are not		
10	appropriated in any subsequent fiscal year, at which time the City may terminate the Lease		
11	with ninety days advance notice to Landlord. Said Lease shall be subject to certification as to		
12	funds by the Controller, pursuant to Section 6.302 of the City Charter.		
13			
14	RECOMMENDED:	\$ Available from Appropriation No	
15			
16			
17	Director of Dublic Health	Controller	
18	Director of Public Health	Controller	
19			
20	Director Of Property		
21			
22			
23			
24			
25			