

1 [Lease of Real Property]

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3 **Resolution authorizing a lease renewal at 2001 Van Ness Avenue/1700 Jackson Street**
4 **for the Department of Public Health.**

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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

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

23 FURTHER RESOLVED, That any action taken by any City employee or official with
24 respect to this Lease and Extension is hereby ratified and affirmed; and, be it,
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