

File No. 110985

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee

Date: October 5, 2011

Board of Supervisors Meeting

Date _____

Cmte Board

<input type="checkbox"/>	<input type="checkbox"/>	Motion
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Resolution
<input type="checkbox"/>	<input type="checkbox"/>	Ordinance
<input type="checkbox"/>	<input type="checkbox"/>	Legislative Digest
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Budget & Legislative Analyst Report
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Ethics Form 126
<input type="checkbox"/>	<input type="checkbox"/>	Introduction Form (for hearings)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Department/Agency Cover Letter and/or Report
<input type="checkbox"/>	<input type="checkbox"/>	MOU
<input type="checkbox"/>	<input type="checkbox"/>	Grant Information Form
<input type="checkbox"/>	<input type="checkbox"/>	Grant Budget
<input type="checkbox"/>	<input type="checkbox"/>	Subcontract Budget
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract/Agreement
<input type="checkbox"/>	<input type="checkbox"/>	Award Letter
<input type="checkbox"/>	<input type="checkbox"/>	Application

OTHER

(Use back side if additional space is needed)

<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____
<input type="checkbox"/>	<input type="checkbox"/>	_____

Completed by: Victor Young

Date: September 30, 2011

Completed by: Victor Young

Date: _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Real Property Lease Amendment - Stuart B. and Myrna J. Aronoff Revocable Trust and
2 Trudy Cohn - 160 South Van Ness Avenue]

3
4 **Resolution authorizing the amendment of an existing lease at 160 South Van Ness**
5 **Avenue, with Stuart B. and Myrna J. Aronoff Revocable Trust and Trudy Cohn as**
6 **Tenants in Common, for the Human Services Agency to provide a construction**
7 **allowance and extend the lease term.**

8
9 WHEREAS, The Investigations Division of the Human Services Agency (HSA) provides
10 important City functions including internal investigations, quality control of payments and
11 collections, providing program integrity in all HSA programs, and making sure that HSA
12 services are available to those whom are eligible; and

13 WHEREAS, HSA's Investigations Division, during Fiscal Year 2010/2011, prevented an
14 estimated \$1.7 Million dollars from being fraudulently expended and the Investigations
15 Division collected another \$2 Million dollars in overpayments; and

16 WHEREAS, The Investigations Division manages some of the Department's most
17 sensitive issues - ranging from the investigation of deaths of dependent children to criminal
18 investigations; and

19 WHEREAS, The Investigations Division does internal investigations of the Agency to
20 prevent employee embezzlement, fraud and other schemes. And similar to the Office of
21 Citizen Complaints for the San Francisco Police Department and Investigative Services Unit
22 for the Sherriff's Department, for confidentiality HSA's Investigations Division office is external
23 and independent of the main operations of HSA; and

24 WHEREAS, The Investigations Division has been located at 160 South Van Ness
25 Avenue since 1999; and

1 WHEREAS, The City and County of San Francisco, as Tenant, and Stuart B. and
2 Myrna J. Aronoff Revocable Trust and Trudy Cohn, as Tenants in Common, collectively as
3 Landlord, executed a renewal lease dated July 31, 2009, authorized by Resolution 305-09
4 and modified by the Second Amendment to Lease authorized by Resolution 506-10 for
5 Premises consisting of approximately 15,000 sq. ft. at the building commonly known as 160
6 South Van Ness Avenue for the Human Services Agency Investigation Division; and

7 WHEREAS, The Lease for 160 South Van Ness Ave. expires on August 31, 2017; and

8 WHEREAS, The Human Services Agency now desires to make modifications to the
9 Premises which, when completed, will provide increased confidentiality for the public and
10 improve employee safety; and

11 WHEREAS, In these economic times, funding sources for all programs including the
12 proposed improvements are limited; and

13 WHEREAS, The Landlord is willing to fund the proposed improvement up to a cost of
14 \$54,000 in exchange for repaying such sum over an additional 3 year term; and

15 WHEREAS, An amendment of a lease of real property is subject to enactment of a
16 resolution by the Board of Supervisors and the Mayor, in their respective sole and absolute
17 direction, approving and authorizing such amendment; now, therefore, be it

18 RESOLVED, That in accordance with the recommendation of the Director of the
19 Human Services Agency and the Director of Property, the Director of Property is hereby
20 authorized to take all actions on behalf of the City and County of San Francisco, as tenant, to
21 amend the lease with Stuart B. and Myrna J. Aronoff Revocable Trust and Trudy Cohn as
22 Tenants in Common, collectively as Landlord, for the building commonly known as 160 South
23 Van Ness Ave., San Francisco, California (a copy of the lease amendment is on file with the
24 Clerk of the Board of Supervisors in File No. 110985, which is hereby declared to be a part of
25

1 this resolution as if set forth fully herein) and on a form approved by the City Attorney; and, be
2 it

3 FURTHER RESOLVED, That the Lease Amendment for 160 South Van Ness Ave.
4 shall provide the City with a construction allowance of \$54,000 and extend the term of the
5 Lease from August 31, 2017 to August 31, 2020 (a 3 year extension) at the monthly rent of
6 \$30,800; and, be it

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

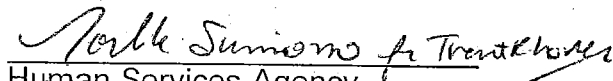
15 FURTHER RESOLVED, That all actions heretofore taken by the officers of the City
16 with respect to such Lease Amendment is hereby approved, confirmed and ratified; and, be it

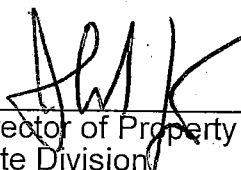
17 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
18 Property to enter into any amendments or modifications to the Lease Amendment (including,
19 without limitation, the exhibits) that the Director of Property determines, in consultation with
20 the City Attorney, are in the best interest of the City, do not increase the rent or otherwise
21 materially increase the obligations or liabilities of the City, are necessary or advisable to
22 effectuate the purposes of the Lease or this resolution, and are in compliance with all
23 applicable laws, including the City Charter; and, be it

24 FURTHER RESOLVED, That the City shall continue to occupy the entire Premises for
25 the full term of the Lease unless funds for rental payments are not appropriated in any

1 subsequent fiscal year at which time the City may terminate the Lease with advance notice to
2 Landlord. Said Lease shall be subject to certification as to funds by the Controller, pursuant
3 to Section 6.302 of the City Charter.
4

5 RECOMMENDED:

6 
7 Human Services Agency

8 
9
10 Acting Director of Property
Real Estate Division
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

Item 2
File 11-0985

Departments:
Real Estate Division,
Human Services Agency (HSA)

EXECUTIVE SUMMARY

Legislative Objective

- Resolution approving the Third Amendment to a lease between the Human Services Agency (HSA) and the Stuart B. and Myrna J. Aronoff Revocable Trust and Trudy Cohn, at 160 South Van Ness Avenue to provide a construction allowance of up to \$54,000 and extend the lease for three years from September 1, 2017 to August 31, 2020.

Key Points

- On May 24, 1999, the Board of Supervisors approved an initial ten-year 15,000 square foot lease at 160 South Van Ness, between the HSA, as lessee, and the Stuart B. and Myrna J. Aronoff Revocable Trust and Trudy Cohn, as lessor, for the period from September 1, 1999 through August 31, 2009 at an initial rental rate of \$30,460 a month, or approximately \$2.03 per square foot per month, for office space for the HSA Investigative Division (File 99-0856).
- On July 21, 2009, the Board of Supervisors approved the First Amendment to extend the lease by seven years at a rental rate of (a) \$30,081 per month, or approximately \$2.01 per square foot per month, from September 1, 2009 through August 31, 2013, and (b) \$30,833 per month, or approximately \$2.05 per square foot per month, from September 1, 2013 through August 31, 2016.
- On October 27, 2010, the Board of Supervisors approved the Second Amendment to (a) decrease the rental rate from \$30,081 per month, or approximately \$2.01 per square foot per month, to \$28,500 per month, or approximately \$1.90 per square foot per month, from December 1, 2010 through August 31, 2013, (b) increase the rental rate to \$29,300 per month, or approximately \$1.95 per square foot per month, from September 1, 2013 through August 31, 2017, and (c) add one additional year to extend the agreement from September 1, 2016 through August 31, 2017.
- The proposed Third Amendment would (a) extend the term of the lease by three years from September 1, 2017 through August 31, 2020, and (b) allow the HSA to reimburse the lessor the amount of \$54,000 over the three-year, or 36 month extension, for HSA-requested renovations to be completed by the lessor by December 31, 2011.

Fiscal Impacts

- Under the proposed Third Amendment, the previously authorized base rental rate of \$29,300 per month for the period from September 1, 2013 through August 31, 2017, would remain the same under the requested three year, or 36-month extension period of the lease from September 1, 2017 through August 31, 2020. The \$54,000 renovation cost to be advanced by the lessor would be repaid by the HSA to the lessor over the requested additional 36 month period of the lease extension at the rate of \$1,500 per month (\$54,000 divided by 36 months). Therefore, the total monthly rent for the requested three year lease extension period would be \$30,800 per month (\$29,300 base rent plus \$1,500 renovation costs) or approximately \$2.05 per square foot per month.

Recommendations

- Amend the resolution to add the following language between lines 2 and 3 on page 3 to read:
"Further Resolved, that the HSA shall not be responsible for any costs, to the lessor, above the estimated cost of \$54,000."
- Approve the proposed resolution, as amended.

MANDATE STATEMENT & BACKGROUND**Mandate Statement**

In accordance with Section 23.27 of the City's Administrative Code, except as otherwise provided in the City's Charter or Administrative Code, leases, in which the City is the lessee, are subject to the Board of Supervisors approval, by resolution.

Background

On May 24, 1999, the Board of Supervisors approved an initial ten-year 15,000 square foot lease at 160 South Van Ness, between the Human Services Agency (HSA), as lessee, and the Stuart B. and Myrna J. Aronoff Revocable Trust and Trudy Cohn, as lessor. The original lease was for the period of September 1, 1999 through August 31, 2009 at an initial rental rate of \$365,520 per year or \$30,460 a month (approximately \$2.03 per square foot per month). The lease was for office space for the HSA Investigative Division (File 99-0856).

The HSA Investigative Division is responsible for: (a) investigating welfare fraud, (b) investigating HSA employee wrongdoing, including criminal investigations, (c) investigating threats to HSA employees, (d) performing quality control of HSA programs including assuring accurate payments to aid recipients, and the facilitation of fair hearings for aid recipients. Currently, approximately 70 HSA employees work in the Investigative Division at 160 South Van Ness, occupying an average of approximately 214 square feet each for the total space of 15,000 square feet.

On July 21, 2009, the Board of Supervisors approved the First Amendment to the lease (File 09-0786), to extend the lease by seven years from September 1, 2009 through August 31, 2016. The rental rate was (a) \$360,976 per year, or \$30,081 per month (approximately \$2.01 per square foot per month) for the first four years of the lease extension from September 1, 2009 through August 31, 2013, and (b) \$370,000 per year, or \$30,833 per month (approximately \$2.05 per square foot per month), for the last three years of the lease extension from September 1, 2013 through August 31, 2016.

On October 27, 2010, the Board of Supervisors approved the Second Amendment to the lease (File 10-1215), to decrease the rent from \$360,976 per year, or \$30,081 per month (approximately \$2.01 per square foot per month) to \$342,000 per year, or \$28,500 per month, (approximately \$1.90 per square foot per month) to be effective from December 1, 2010 through August 31, 2013. The rental rate under the Second Amendment then would increase to \$351,600 per year, or \$29,300 per month, (approximately \$1.95 per square foot per month) from September 1, 2013 through August 31, 2017. The Second Amendment also added one additional year to the agreement to extend the term of the lease from September 1, 2016 through August 31, 2017.

DETAILS OF PROPOSED LEGISLATION

The proposed resolution would authorize the Third Amendment to the existing HSA lease at 160 South Van Ness, which would include certain renovations of the leased premises, as requested by the HSA, at a cost of approximately \$54,000, to be advanced by the lessor. The proposed Third Amendment to the current lease would also extend the term of the lease by three years, or 36 months, from September 1, 2017 to August 31, 2020.

Although the existing term of the lease does not expire until August 31, 2017, Mr. Charlie Dunn, Senior Real Property Officer, Real Estate Division, explained that the Real Estate Division is requesting that the lease be extended for an additional three years from September 1, 2017 through August 31, 2020 to guarantee the existing base rent of \$29,300 per month, (approximately \$1.95 per square foot per month). Mr. Dunn states that such rent represents fair market value.

Under the proposed Third Amendment, HSA would pay additional rent of \$1,500 per month for the 36-month period from September 1, 2017 through August 31, 2020 as payment for the estimated cost of \$54,000 for the HSA-requested renovations. Therefore the total monthly rent for the requested three-year (36 months) lease extension would be \$30,800 (\$29,300 base rent plus \$1,500 for renovation costs, or approximately \$2.05 per square feet per month).

According to Ms. Diana Christensen, HSA Director of Investigations, HSA does not have sufficient budgeted funding to pay for the estimated \$54,000 in requested renovations and is therefore paying for such renovations through additional monthly rent payments, as noted above. Ms. Christensen advises that the lessor, at his own discretion, understanding that the Board of Supervisors has not yet approved the proposed resolution, has already begun the HSA requested renovation work at his own expense and at his own risk. Mr. Dunn stated that the renovation work began on August 31, 2011 and is estimated to be completed by December 31, 2011.

According to Ms. Christensen, the requested alterations to the interior of the building are necessary for HSA to (a) provide a visual barrier between public areas and the Investigative Division employee areas, (b) construct two additional rooms for Investigators' confidential work, and (c) construct separate interview spaces for individuals accused of wrongdoing.

FISCAL IMPACT

Because the lessor of the leased premises will complete the requested renovations, on behalf of the HSA, thereby advancing the estimated renovation costs of \$54,000, the lessor selected the construction contractor to complete the specified renovation work. According to Mr. Dunn, the estimated cost of \$54,000 to complete the interior renovations is based on a budget prepared by the contractor, KLV Construction.

Under the proposed Third Amendment, HSA would pay additional rent of \$1,500 per month for the 36-month period from September 1, 2017 through August 31, 2020 as payment for the estimated cost of \$54,000 for the HSA-requested renovations. Therefore the total monthly rent

for the requested three-year (36 months) lease extension would be \$30,800 (\$29,300 base rent plus \$1,500 for renovation costs, or approximately \$2.05 per square foot per month).

The Attachment, provided by the Real Estate Division, gives a description, together with the associated costs of the HSA-requested renovations, totaling \$53,935.

In accordance with the proposed Third Amendment, if the renovations cost less than the estimated \$54,000, there would be a corresponding reduction in the additional rent to be paid by HSA to the lessor over the 36 month lease extension period.

However, the proposed Third Amendment states that if the costs exceed the \$54,000 estimate, the City, "shall reimburse the landlord for the pre-approved and actual cost." According to Mr. Dunn this language is standard in similar contracts. To ensure that the City's costs for the renovations do not exceed the approximately \$54,000 estimate provided by KLV Construction, the Budget and Legislative Analyst recommends that the resolution be amended to state that the HSA shall not be responsible for any costs, to the lessor, above the estimated cost of \$54,000.

RECOMMENDATIONS

1. Amend the resolution to add the following language between lines 2 and 3 on page 3 to read:

"Further Resolved, that the HSA shall not be responsible for any costs, to the lessor, above the estimated cost of \$54,000."

2. Approve the proposed resolution, as amended.

KLW CONSTRUCTION

683 Sixth Avenue
San Francisco, CA 94118

Proposal/Contract

25-Aug-11

Department of Human Services
Attn: Salvador Martinez
170 Otis Street 5th Floor
San Francisco, CA 94103

Job: 160 South Van Ness Ave.
PO #

Build 3 new offices with new doors and hardware. Paint to match existing.	\$ 26,400.00
Relocate portion of wall for new ADA access at 1st. Floor entry.	
Modify men's and women's restroom to comply with ADA access. Work to be done as per plans provided by owner.	\$ 8,500.00
Relocate and add new light fixtures and reroute existing power pole and receptable.	\$ 7,500.00
Provide and install 3/4" plywood walkway above ceiling.	\$ 2,400.00
Relocate existing light switch closer to access door and install additional lights.	\$ 2,100.00
Permit Fees Included	
Profit/Overhead 15%	\$ 7,035.00
Grand Total	\$ 53,935.00

We **Propose** hereby to furnish material and labor -- complete in accordance with above specifications, for the sum of:
Fifty Three Thousand Nine Hundred Thirty Five Dollars*** \$ 53,935.00
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted.
You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date _____



RECEIVED
BOARD OF SUPERVISORS
SAN FRANCISCO

2011 SEP 12 AM 10:36

BY _____



John Updike
Acting Director of Real Estate

September 12, 2011

File 110983

Through Amy Brown,
Acting City Administrator

Amendment of Lease
160 South Van Ness Avenue (HSA)
Assign #6572

Honorable Board of Supervisors
City and County of San Francisco
City Hall, Room 244
1 Carlton B. Goodlett Place
San Francisco, CA 94102

Dear Board Members:

Attached for your consideration is a Resolution authorizing the amendment of a lease at 160 South Van Ness for the Human Services Agency ("HSA"). HSA has occupied approximately 15,000 square feet at 160 South Van Ness Ave. since 1999 for its Investigations Division. According to HSA, the Investigations Division, due to the confidentiality of its work, needs to be in a facility separate from other HSA facilities.

The current lease for HSA's Investigations Division at 160 South Van Ness expires on August 31, 2017 and is at a monthly rental of \$28,500 per month (or approximately \$1.90 PSF) until August 31, 2013. Beginning September 1, 2013, the monthly rent is \$29,300 (or approximately \$1.95 PSF) until August 31, 2017.

HSA now desires to make modifications to the Premises to substantially increase the security for its employees and provide additional confidentiality for the public. These alterations are estimated to cost \$54,000 and include

- Provide a greater visual barrier between public areas and Investigation Division employee areas
- Build out 2 additional rooms for confidential work
- Provide separate interview spaces for individuals accused of wrongdoing

Under the proposed Amendment to Lease, the Owner provides a construction allowance of \$54,000 to fund these improvements. The \$54,000 allowance is repaid by the City (without interest) starting in 2017 by extending the term of the existing lease by 3 years (from August 31, 2017 to August 31, 2020 and increasing the rent for those 3 years by \$54,000 or \$1,500 per

month (from \$29,300 being paid under the current lease in August 2017 to \$30,800 beginning in September 2017 for the extension period).

The Real Estate Division recommends approval of the proposed legislation for the following reasons:

- HSA reports that no funding for the required safety improvements are available in the 2011/2012 Fiscal budget and this proposal essentially delivers the necessary improvements immediately, and allows the City to pay for those improvements over an extended period of time at no interest; and
- The rental rate of \$2.05 PSF per month or \$24.60 PSF per year starting in 2017 through 2020 allows the City to lock in a current market lease rate through a term of nine (9) years.

If you have any question regarding this matter, please contact Charlie Dunn at 554-9861.

Respectfully,

A handwritten signature in black ink, appearing to read 'JUP', with a long, sweeping horizontal line extending to the right.

John Updike
Acting Director of Property

cc: Trent Rhorer, Director
Phil Arnold, HSA

THIRD AMENDMENT TO LEASE

160 South Van Ness Ave.

This Third Amendment to Lease (this "**Amendment**"), dated as of June 4, 2011 for reference purposes, is made by and between the STUART B. AND MYRNA J. ARONOFF REVOCABLE TRUST and TRUDY COHN, as Tenants in Common (collectively, "**Landlord**"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("**City**").

RECITALS

A. Landlord and City are parties to that certain Office Lease dated as of April 22, 1999 and amended by the First Amendment To Lease dated as of July 31, 2009, and the Second Amendment to Lease as of October 27, 2010 (collectively, the "**Lease**"), pursuant to which Landlord leased to City the premises described in the Lease, and more commonly known as 160 South Van Ness. The leased Premises consist of the entire building, comprising approximately 15,000 rentable square feet and the adjoining parking and storage areas. The Lease term, as extended pursuant to the Second Amendment To Lease, expires on August 31, 2017.

B. Landlord and City desire to make certain modifications amending the Lease as hereinafter set forth.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Effective Date. This Amendment shall become effective on, and the Lease shall be amended as of, the date (the "**Third Amendment Effective Date**") that is the later of

(a) the date Landlord and City have executed and exchanged this Amendment and

(b) the date City's Mayor and Board of Supervisors enact a resolution approving this Amendment at their respective sole and absolute discretion in accordance with City's Charter and any other applicable laws.

2. Definitions. Capitalized terms not otherwise defined in this Amendment have the meanings set forth in the Lease.

3. Amendment of Section 1: Basic Lease Information. Section 1 of the Lease entitled "Basic Lease Information" is amended as follows:

(a) The subparagraph entitled "Term (Section 3)" is amended by deleting the words "August 31, 2017" that follow the words "Expiration Date" and replacing the deleted language with:

August 31, 2020:

(b) The subparagraph entitled "Base Rent (Section 4.1)" is amended to add the following language to the end of the existing language:

Commencing on September 1, 2017, the Annual Base Rent for the Premises for the remainder of the Term shall be \$369,600 per year (\$24.64 per square foot) and the Monthly Base Rent payment shall be \$30,800 per month (\$2.05 per square foot).

4. Addition of Section 6.3: Additional Leasehold Improvements. The Lease is further amended by adding the following language as (new) Section 6.3:

After the Third Amendment Effective Date, Landlord shall perform additional Leasehold Improvements to the Premises pursuant to mutually approved construction plans. Landlord shall pay all costs incurred in the construction of such additional Leasehold Improvements including all hard and soft cost directly associated with the preparation permitting and construction of such additional Leasehold Improvements (the "Construction Costs"), up to an allowance of Fifty-four Thousand Dollars (\$54,000). Landlord and City shall cooperate in the preparation, permitting, and construction pursuant to such mutually agreed plans so as to allow such additional Leasehold Improvements to be completed expeditiously as reasonably possible after the Third Amendment Effective Date. Promptly after the completion of the construction of all additional Leasehold Improvements, Landlord shall provide City a final cost summary, which shall include an accounting of the actual Construction Costs and appropriate supporting invoices and related documentation. In the event the actual Construction Costs are less than Fifty-four Thousand Dollars (\$54,000), then City shall be entitled to a rent credit for the difference against the next installment of Rent then due from City. In the event the Construction Costs exceed Fifty-four Thousand Dollars (\$54,000), City shall reimburse Landlord for the pre-approved and actual cost for such expenses as Additional Rent within thirty (30) days of Landlord's presentation of invoice. Should there be a dispute regarding the final accounting of Construction Costs, the parties shall meet and attempt in good faith to promptly resolve the dispute.

In all matters relating to the construction of the additional Leasehold Improvements, Landlord shall (i) perform the work using the highest standard for commercial building interior construction, (ii) complete the work with minimal disruption to City's existing operations, and (iii) fully comply with the terms of the Lease, including but not limited to Section 23.24 (Prevailing Wage), Section 23.26 (Tropical Hard wood) Section 23.34 (Wood Containing Arsenic), Section 23.31 (Resource-Efficient City Buildings), and Exhibit H (Work letter) as applicable.

5. Addition of Section 23.35: First Source Hiring Ordinance. The City has adopted a First Source Hiring Ordinance (Board of Supervisors Ordinance No. 264-98) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry level positions. Within thirty (30) days after the City and County of San Francisco Human Services Agency adopts a First Source Hiring Implementation and Monitoring Plan in accordance with the First Source Hiring Ordinance, Landlord shall enter into a First Source Hiring Agreement meeting applicable requirements of Section 83.9 of the First Source Hiring Ordinance in connection with certain building permit applications.

6. Miscellaneous.

11.1 Reference. No reference to this Amendment is necessary in any instrument or document at any time referring to the Lease. Any future reference to the Lease shall be deemed a reference to such document as amended by this Amendment.

11.2 No Other Amendment. Except as expressly amended as provided herein, the Lease shall continue unmodified and remain in full force and effect. The Lease as amended by this Amendment constitutes the entire agreement between Landlord and City and may not be modified except by an instrument in writing signed by the party to be charged. In the event of any conflict between the terms of the Lease including the First Amendment and the terms of this Amendment, the terms of this Amendment shall control.

11.3 Applicable Law. This Amendment shall be governed by, construed, and enforced in accordance with the laws of the State of California.

11.4 Further Instruments. The parties hereto agree to execute such further instruments and to take such further actions as may be reasonably required to carry out the intent of this Amendment.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF CITY HAS AUTHORITY TO COMMIT CITY HERETO UNLESS AND UNTIL A RESOLUTION OF CITY'S BOARD OF SUPERVISORS AND MAYOR HAS BEEN DULY ENACTED APPROVING THIS AMENDMENT AND AUTHORIZING CONSUMMATION OF THE MATTERS CONTEMPLATED HEREIN. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF CITY HEREUNDER ARE CONTINGENT UPON ENACTMENT OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS CITY'S BOARD OF SUPERVISORS AND MAYOR APPROVE THIS AMENDMENT IN THEIR RESPECTIVE SOLE AND ABSOLUTE DISCRETION, AND IN ACCORDANCE WITH ALL APPLICABLE LAWS. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION, OR AGENCY OF CITY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ENACTED NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON CITY.

IN WITNESS WHEREOF, Landlord and City have executed this Amendment effective as of the Third Extension Term Commencement Date.

LANDLORD:

STUART B. AND MYRNA J. ARONOFF
REVOCABLE TRUST

By: _____

Its: _____

and

TRUDY COHN

Tenants in Common

CITY:

CITY AND COUNTY OF SAN FRANCISCO, a
municipal corporation

By: _____

Director of Real Estate

RECOMMENDED:

By:

Director
Human Services Agency

APPROVED AS TO FORM:
Dennis Herrera, City Attorney

By:

Richard Handel
Deputy City Attorney

FORM SFEC-126:
NOTIFICATION OF CONTRACT APPROVAL
(S.F. Campaign and Governmental Conduct Code § 1.126)

City Elective Officer Information (Please print clearly.)	
Name of City elective officer(s): Members, SF Board of Supervisors	City elective office(s) held: Members, SF Board of Supervisors

Contractor Information (Please print clearly.)	
Name of contractor: STUART B. AND MYRNA J. ARONOFF REVOCABLE TRUST and TRUDY COHN	
Please list the names of (1) members of the contractor's board of directors; (2) the contractor's chief executive officer, chief financial officer and chief operating officer; (3) any person who has an ownership of 20 percent or more in the contractor; (4) any subcontractor listed in the bid or contract; and (5) any political committee sponsored or controlled by the contractor. Use additional pages as necessary. STUART B. ARONOFF MYRNA J. ARONOFF TRUDY COHN	
Contractor address: 2652 Pierce Street , San Francisco, CA 94123	
Date that contract was approved:	Amount of contract: Lease extension at a Base Rent of \$30,800 per month from August 31 2017 through August 31, 2020
Describe the nature of the contract that was approved: Amendment of an existing lease	
Comments:	

This contract was approved by (check applicable):

☐ the City elective officer(s) identified on this form

☐ a board on which the City elective officer(s) serves San Francisco Board of Supervisors

Print Name of Board

☐ the board of a state agency (Health Authority, Housing Authority Commission, Industrial Development Authority Board, Parking Authority, Redevelopment Agency Commission, Relocation Appeals Board, Treasure Island Development Authority) on which an appointee of the City elective officer(s) identified on this form sits

Print Name of Board

Filer Information (Please print clearly.)	
Name of filer: Angela Calvillo, Clerk of the Board	Contact telephone number: 415-554-5184
Address: City Hall, Room 244 1 Dr. Carlton B. Goodlett Pl., SF CA 94102	E-mail: Board.of.Supervisors@sfgov.org

Signature of City Elective Officer (if submitted by City elective officer)

Date Signed

Signature of Board Secretary or Clerk (if submitted by Board Secretary or Clerk)

Date Signed

