November 13, 2017

CHANCELLORS
DIRECTOR — LAWRENCE BERKELEY NATIONAL LABORATORY
EXECUTIVE VICE PRESIDENT — CHIEF OPERATING OFFICER
VICE PRESIDENT — AGRICULTURE AND NATURAL RESOURCES

Delegation of Authority - Negotiation, Approval, and Execution of University-Related Real Property Rental Agreements (Leases)

Dear Colleagues:

Standing Orders of The Regents 100.4 (cc) and (ff) authorize the President to negotiate, approve and execute contracts, real property rental agreements, and other documents for the use of facilities for University-related purposes (Rental Agreements).

Effective immediately, within your areas of responsibility and subject to the Standing Orders and to policies, procedures, and guidelines which may be established by the Office of the President (including the UC Lease Administration Manual and applicable Business and Finance Bulletins), you are delegated authority to negotiate, and within the following parameters, to approve and to execute, Rental Agreements (including subleases and excluding ground leases) subject to the following limitations:

1. The term of the Rental Agreement does not exceed 10 years, regardless of rent amount, excluding options when the University is the lessee, but including options granted by the University as lessor;

2. The Rental Agreement (1) is on a University standard form without material modifications, or (2) consideration for the initial year does not exceed $500,000, or (3) consideration for the initial year exceeds $500,000 and the Rental Agreement form has been reviewed and approved by the Office of General Counsel (OGC);
3. The Rental Agreement is not a capital lease, or a lease-purchase or similar transaction by which the University will ultimately take title to the property;

4. The Rental Agreement does not involve the assumption by the University of liability for the conduct of persons other than University officers, agents, employees, students, invitees, and guests, except that this restriction does not apply if, under the Rental Agreement, the University assumes responsibility for liability resulting from the condition of leased property that the University is obliged to maintain [(Standing Order 100.4(dd)(9)) or as otherwise authorized by The Regents;

5. The indemnity and insurance provisions of the Rental Agreement have been approved by the campus risk manager;

6. The Office of the President Real Estate Services & Strategies (RESS) and OGC must review and approve first right of offer or refusal or any purchase option language, if included in a Rental Agreement; and

7. The campus lease practitioner shall complete and retain in the official lease file the attached checklist for Rental Agreements prepared pursuant to this delegated authority (Lease/License Checklist). The campus lease practitioner shall also send a copy of each fully executed Lease/License Checklist to RESS.

In cases in which the University is the tenant, you are delegated authority to exercise any option to extend the term of a Rental Agreement (Extension Option), provided that the terms of the option conform to the conditions set forth in paragraphs 1 through 6, above. An Extension Option is deemed to be a new Rental Agreement for purposes of determining whether the term of the option falls within your delegated authority. Exercise of Extension Options shall be executed on a form of lease amendment or other document approved by the OGC. The exercise of options in Rental Agreements approved by The Regents shall be governed by the terms of that approval.

You are further delegated the authority to approve and execute ancillary documents, amendments or other modifications to a Rental Agreement consistent with the authority granted herein. Real property Rental Agreements, ancillary documents, and amendments that do not meet the conditions set out in this delegation must be submitted for approval and execution in accordance with the Standing Orders of The Regents.
RESS and OGC are available to consult on real property rental agreement negotiation, documentation matters and capital lease evaluations. Each campus shall be the office of record for original executed Rental Agreements and amendments thereto executed pursuant to this delegation.

Annually, by July 31, you shall certify and submit to RESS a report listing each Rental Agreement approved and executed pursuant to this delegated authority during the preceding fiscal year, including total leased space, total cost of leased space, and average cost/square foot, and attest that all terms referenced in this delegation and the attached Lease/License Checklist have been satisfied.

The authority provided by this delegation is broad and should be exercised with discretion. Therefore, redelegation should be limited to appropriate levels of authority. Any redelegation shall be in writing with a copy to the Associate Vice President - Finance.

This delegation supersedes Delegation of Authority 2231 issued on September 3, 2009, to Chancellors, the Interim Director—Lawrence Berkeley National Laboratory, and the Vice President—Agriculture and Natural Resources on this same subject.

Sincerely,

[Signature]

Janet Napolitano
President

Attachment

cc: Division Leaders
    Associate Vice President—Finance
    Universitywide Policy Office
LEASE/LICENSE CHECKLIST
(Risk Mitigation and Policy Compliance)

All documentation relied upon to approve the transaction must be maintained in the campus project file. Authority to negotiate, approve and execute real estate related documents is subject to compliance with all UC policies and appropriate Delegations of Authority. Transaction authority and delegation links: http://www.ucop.edu/facil/resg/documents/authority_real_estate.pdf

CAMPUS: __________ USER DEPARTMENT/UNIT: ____________________________

I. PREMISES/ADDRESS
________________________________________________________________________

II. THE REGENTS AS:

Tenant □ Subtenant □ Licensee □ Other (specify) □
Landlord □ Sublandlord □ Licenser □

A. Initial Term
________________________________________________________________________

B. Option term(s)
________________________________________________________________________

C. Initial year consideration
________________________________________________________________________

III. EVALUATION & AUTHORIZATION

A. FINANCIAL

1. Confirmation of budgetary authority to lease/license space

2. Market evaluation/comparative property analysis prepared

3. Screen for capital lease; if required, analysis completed/approved by RESG/OP

4. Any first refusal right/purchase option reviewed & approved by RESG/OP & OGC

5. Property tax exemption requested

6. Unrelated business income tax determination made and reported per BFB A-61.

B. PHYSICAL

1. Federal/state/local code compliance (as applicable) confirmed (Facilities Manual)

2. Due diligence inspections completed
   a. Campus Fire Marshal review completed if applicable
   b. EH&S review completed consistent with Facilities Manual
   c. ADA review completed consistent with Facilities Manual

3. Tenant Improvements (TIs):
   a. TI plans and specifications reviewed and approved per campus guidelines
   b. Fixed/determinable cost estimate prepared and within approved budget
   c. For new buildings, detailed definition of shell space reviewed and accepted

C. UC POLICY

1. Seismic policy compliance determined consistent with Lease Manual

2. Campus Risk Management approval of form of indemnity and insurance

3. Records retention requirements satisfied consistent with BFB RMP-2

D. LEGAL REQUIREMENT/REVIEW

1. If UC does TIs, Public Contract Code compliance confirmed per Facilities Manual

2. Lease-License on standard form or approved as to legal form by OGC as required

3. CEQA compliance affirmed

Certification of Campus Official
(with delegated lease/license approval authority)

Date

1 The amount payable to the Lessor/Licenser including operating expenses and amortizing any landlord concessions as effective rent.
2 The date on which the item has been determined in compliance (form completed as appropriate) or not applicable to this transaction.
3 Appropriate campus form/letter documenting internal approval and budget for user on file.
4 Market Comparison Analysis consistent with Lease Manual requirements on file.
5 Applicable analysis performed for transactions >=15 yrs. with extensive TIs, or with favorable renewal or purchase options.
6 Request to acknowledge UC exemption as lessee/licensee filed with applicable County.
7 Premises and tenant improvements determined to conform to Campus Fire Marshall review (see Facilities Manual).
8 Required for any lease/license with annual consideration greater than $500,000 in the initial year (as effective rent).
9 All appropriate CEQA documentation completed, approved and filed.