

1 [Real Property Lease - Raul and Denise Arriaza and The Olson Family Trust - 1315, 1319
2 Evans St. - \$40,608 Annual Base Rent]

3 **Resolution authorizing the lease of approximately 1,128 square feet at 1315, 1319**
4 **Evans Street with one parking stall, with Raul and Denise Arriaza as to an undivided**
5 **50% interest, and The Olson Family Trust, dated October 16, 2014, as to an undivided**
6 **50% interest, for a five year term commencing upon approval by the Board of**
7 **Supervisors and Mayor, with one five-year option to extend, at the monthly base rent of**
8 **\$3,384 for a total annual base rent of \$40,608.**

9
10 WHEREAS, The Adult Probation Department (the “APD”) currently operates its
11 administrative and counseling offices at 1315, 1319 Evans Street providing Adult Probation
12 Supervision services at the site; and

13 WHEREAS, The Real Estate Division on behalf of the APD has negotiated a lease
14 renewal substantially in the form on file with the Clerk of the Board of Supervisors in File
15 No. 170694 which is hereby declared to be a part of this resolution as if set forth fully herein
16 (the “Lease”) to continue the APD services at the site comprising approximately 1,128 square
17 feet with one parking stall; and

18 WHEREAS, The term of the lease shall be for five (5) years commencing upon
19 approval by the Board of Supervisors and Mayor; and

20 WHEREAS, The City shall have one (1) additional five (5) year option term to extend
21 the lease at 95% of the then prevailing fair market rent but in no event less than the Base
22 Rent for the lease year prior to commencement of the option term subject to the enactment of
23 a resolution by the Board of Supervisors and the Mayor, in their respective sole and absolute
24 discretion, approving and authorizing the same; and

25 WHEREAS, The base monthly rent of \$3,384 is flat for the five year initial term; and

1 WHEREAS, Raul and Denise Arriaza as to an undivided fifty percent (50%) interest,
2 and the Olson Family Trust, dated October 16, 2014, as to an undivided fifty percent (50%)
3 interest (“Landlord”) shall be responsible for the cost of all utilities and janitorial services; now,
4 therefore, be it

5 RESOLVED, That in accordance with the recommendation of the Director of the Adult
6 Probation Department and the Director of Property, the Director of Property is hereby
7 authorized to take all actions, on behalf of the City and County of San Francisco as Tenant to
8 enter into the Lease; and, be it

9 FURTHER RESOLVED, The monthly base rent for the City’s initial five year term shall
10 be \$3,384 (\$3 per square foot); and, be it

11 FURTHER RESOLVED, Landlord shall be responsible for the cost of all utilities and
12 janitorial services; and, be it

13 FURTHER RESOLVED, The City shall have one (1) additional option term of five (5)
14 years at 95% of the then prevailing fair market rent but in no event less than the Base Rent for
15 the lease year prior to commencement of the option term subject to the enactment of a
16 resolution by the Board of Supervisors and the Mayor, in their respective sole and absolute
17 discretion, approving and authorizing the same; and, be it

18 FURTHER RESOLVED, The City agrees to indemnify, defend, and hold harmless
19 Landlord and its agents from and against any and all claims, costs, and expenses, including
20 without limitation, reasonable attorney fees, incurred as a result of (a) City’s use of the
21 Premises, (b) any default by the City in the performance of any of its obligations under the
22 lease, or (c) any acts or omissions of City or its agents, in, on or about the Premises or the
23 property on which the Premises are located, provided however City shall not be obligated to
24 indemnify Landlord or its agents to the extent any claim, cost and expense arises out of
25 active gross negligence or willful misconduct of Landlord or its agents; and, be it

1 FURTHER RESOLVED, That any action heretofore taken by any City employee or
2 official with respect to the exercise of the lease as set forth herein is hereby approved,
3 confirmed and ratified; and, be it

4 FURTHER RESOLVED, The Board of Supervisors approves the lease in substantially
5 the form in the Board's File and authorizes the Director of Property to take all actions, on
6 behalf of City, to enter into any amendments or modifications (including without limitation, the
7 exhibits) to the lease on the terms and conditions herein and form approved by the City
8 Attorney that the Director of Property determines, in consultation with the City Attorney, are in
9 the best interest of the City, do not increase the rent or otherwise materially increase the
10 obligations or liabilities of the City, are necessary or advisable to effectuate the purpose and
11 intent of the lease and this resolution, and are in compliance with all applicable laws, including
12 City's Charter; and, be it

13 FURTHER RESOLVED, The City shall occupy the entire Premises for the full term of
14 the lease unless funds for the City's rental payments are not appropriated in any subsequent
15 fiscal year at which time City may terminate the lease with reasonable advance written notice
16 to Landlord; and, be it

17 FURTHER RESOLVED, Such termination shall then be effective upon surrender of the
18 Premises; and, be it

19 FURTHER RESOLVED, Said lease shall be subject to certification of funds by the
20 Controller pursuant to Section 3.105 of the Charter of the City and County of San Francisco;
21 and, be it

22 FURTHER RESOLVED, That within thirty (30) days of the lease agreement being fully
23 executed by all parties the Director of Property shall provide a copy of the Lease agreement to
24 the Clerk of the Board to include into the official file.

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1 RECOMMENDED:

2 \$40,608 Available
3 Index Code No. 135005

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5 _____
6 Controller
7 Fiscal Year 2017-2018 subject to the enactment of the FY 2017-2018 annual appropriation
8 ordinance.

9 RECOMMENDED:

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12 _____
13 Karen L. Fletcher
14 Chief Adult Probation Officer
15 Adult Probation Department

16 RECOMMENDED:

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18 _____
19 John Updike
20 Director of Property
21 Real Estate Division

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