



Real Estate Assets Department
SDC003

CITY 742 A00

CITY/WESCO SALES CORP.

Document Type

LEGAL DOCUMENTS



Sub - Category

AMENDMENTS



FIRST AMENDMENT TO SUBLEASE AGREEMENT

This First Amendment to Sublease Agreement is entered into as of November 1, 2007, (hereinafter referred to as "Amendment") by and among Wesco Sales Corp. (hereinafter referred to as "Wesco" or "Sublessor"), and the City of San Diego, (hereinafter referred to as "Sublessee" and/or "Landlord") and collectively referred to as the "Parties."

RECITALS

This Amendment is made with regard to the following facts:

1. Wesco currently leases from the City of San Diego under a master lease agreement, the marina known as Mission Bay located on Ingraham Street, San Diego, CA 92109 (hereinafter referred to as the "Premises").
2. The City of San Diego leases the office located at 2610 Ingraham Street - Unit C for the purpose of housing the Police Department's Harbor Unit.
3. Wesco and the City of San Diego entered on or about August 23, 2002, into a 5-year Sublease agreement for the period between October 1, 2002, and through September 30, 2007, and related options which the parties desire to modify and amend as provided for herein and previously confirmed but subject to approval by the City council.
4. The Parties desire to amend the lease and option periods to add a one year extension of the lease for the period between October 1, 2007, and September 30, 2008, plus two additional one-year options to extend the lease.

NOW THEREFORE, in consideration of the mutual covenants contained in this Amendment, and for valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows.

1. Lease Extension. The Parties agree to the current holdover tenancy on the terms set forth herein and agree to extend the lease, subject to council approval, for the period October 1, 2007, through, September 30, 2008, at the new monthly base rent amount of \$1,828.35 (representing an increase of 2% over the former base monthly rental), plus such other charges which would otherwise be due and payable under the August 23, 2002, Sublease Agreement and Consent to Sublease both of which are incorporated herein as though set forth at length.

2. Option to Extend. Provided the Subtenant is not and has not defaulted in any of the terms of the Lease and this Amendment, Wesco agrees to grant Subtenant two one-year options to renew the Sublease, with an annual increase in the base monthly rent of three percent (3%) of the former base monthly rent amount, plus any other charges which would otherwise be due and payable under the August 23, 2002, Sublease Agreement.

3. General Provisions.

3.1 Consideration for Assignment. Wesco and the City of San Diego represent and warrant that there are no additional payments of rent or any other consideration of any type which has been paid or is payable in connection with this Amendment, other than as is disclosed in the Assignment.

3.2 Controlling Law. The terms and provisions of this Consent will be construed in accordance with and will be governed by the laws of the State of California.

3.3 Captions. Captions to the sections in this Consent are included for convenience only and do not modify any of the terms of this Consent.

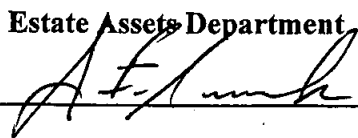
3.4 Entire Agreement. This Amendment constitutes the final, complete and exclusive statement between the Parties with respect to the Amendment of the Sublease between the Parties, and supersedes all prior and contemporaneous understandings or agreements of the Parties with respect to the Amendment, and is binding on and inures to the benefit of their respective heirs, representatives, successors and assigns. No party has been induced to enter into this Amendment by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Amendment. Any agreement made after the date of this Amendment is ineffective to modify, waive, or terminate this Amendment, in whole or in part, unless that agreement is in writing, is signed by the Parties to this Amendment, and specifically states that agreement modifies this Amendment.

3.5 Waiver. Except as explicitly stated in this Amendment, nothing contained herein will be deemed or construed to modify, waive, impair, or affect any of the covenants, agreements, terms, provisions, or conditions contained in the SubLease. In addition, the acceptance of rents by Wesco will not be deemed a waiver by Landlord of any provisions of the Lease.

SUBLESSEE

CITY OF SAN DIEGO, a California municipal corporation

Real Estate Assets Department

BY: 

_____, Deputy Director

APPROVED AS TO FORM AND LEGALITY, this 21 day of July, 2007 8

BY: [Signature]

San Diego City Attorney

SUBLESSOR

WESCO SALES CORP., DBA DANA LANDING

BY: [Signature]

Frank Butler, President

Wesco Sales Corp.

RESOLUTION NUMBER R- 303842
DATE OF FINAL PASSAGE JUN 24 2008

A RESOLUTION AUTHORIZING THE MAYOR, OR HIS
ASSIGNEE, TO EXECUTE AND FUND AN AMENDMENT TO
EXTEND THE SUBLEASE BETWEEN THE CITY OF SAN
DIEGO AND WESCO SALES CORP., DBA DANA LANDING.

WHEREAS, the San Diego Police Department's Harbor Unit provides policing
enforcement for land and water at Mission Bay Park; and

WHEREAS, the Wesco Sales Corp., DBA Dana Landing [Sublessor] is the current
Sublessor of The City of San Diego [City]; and

WHEREAS, the City began subleasing the current space of 1,175 square feet of office
space and two slips from Wesco Sales Corporation on August 23, 2002; and

WHEREAS, the First Amended Sublease commences October 1, 2007 and terminates
September 30, 2008, and provides two options for two additional one-year renewal options of
twelve (12) months each; and

WHEREAS, the office space will rent for One Thousand Eight Hundred Twenty-Eight
Dollars and Thirty-Five Cents (\$1,828.35) per month (\$1.56 per square foot) and two slips at
Two Hundred Dollars (\$200) which reflects a 2% increase and is subject to an annual adjustment
of three percent (3%); and

WHEREAS, rent is approved for the FY08 budget and FY09 budget; NOW,
THEREFORE,

BE IT RESOLVED, by the Council of The City of San Diego, that the Mayor, or his designee, is authorized to execute, for and on behalf of The City of San Diego, a First Amended Sublease agreement with Wesco Sales Corp., DBA Dana Landing for the Police Department's Harbor Unit.

APPROVED: MICHAEL J. AGUIRRE, City Attorney

By



Todd Bradley
Deputy City Attorney

TB:bas
05/27/08
Or.Dept: READ
R-2008-1107
MMS #5589

I hereby certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of JUN 17 2008.

ELIZABETH S. MALAND
City Clerk

By 

Deputy City Clerk

Approved:

6-24-08

(date)



JERRY SANDERS, Mayor

Vetoed:

(date)

JERRY SANDERS, Mayor

**The City of San Diego
CERTIFICATE OF CITY AUDITOR AND COMPTROLLER**

CERTIFICATE OF UNALLOTTED BALANCE

ORIGINATING

AC 2800798
DEPT. NO. 110

I HEREBY CERTIFY that the money required for the allotment of funds for the purpose set forth in the foregoing resolution is available in the Treasury, or is anticipated to come into the Treasury, and is otherwise unallotted.

Amount: _____ Fund: _____

Purpose: _____

Date: _____ By: _____

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
TOTAL AMOUNT										

FUND OVERRIDE ☐

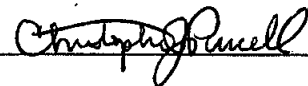
CERTIFICATION OF UNENCUMBERED BALANCE

I HEREBY CERTIFY that the indebtedness and obligation to be incurred by the contract or agreement authorized by the hereto attached resolution, can be incurred without the violation of any of the provisions of the Charter of the City of San Diego; and I do hereby further certify, in conformity with the requirements of the Charter of the City of San Diego, that sufficient moneys have been appropriated for the purpose of said contract, that sufficient moneys to meet the obligations of said contract are actually in the Treasury, or are anticipated to come into the Treasury, to the credit of the appropriation from which the same are to be drawn, and that the said money now actually in the Treasury, together with the moneys anticipated to come into the Treasury, to the credit of said appropriation, are otherwise unencumbered.

Not to Exceed: \$11,141.75

Vendor: Wesco Sales Corp. DBA Dana Landing

Purpose: Authorize the Mayor or his representative to execute and fund First Amendment to extend the sublease between the City and Wesco Sales Corp., DBA Dana Landing for the San Diego Police Department's Harbor Unit to occupy 1,175 square feet of office space located at 2610 C Ingraham and two boat slips at the wharf.

Date: May 20, 2008 By: Christopher Purcell 

ACCOUNTING DATA										
ACCTG. LINE	CY PY	FUND	DEPT	ORG.	ACCOUNT	JOB ORDER	OPERATION ACCOUNT	BENF/ EQUIP	FACILITY	AMOUNT
1	0	100	110	59921	4682	059921				11,141.75
TOTAL										\$11,141.75

CITY OF SAN DIEGO

REQUEST NO.

DE

ORIGINATING DEPT. NO.

INSTRUCTIONS:

1. THIS FORM IS TO BE PREPARED BY ANY CITY DEPARTMENT REQUESTING THAT A SPECIAL ENCUMBRANCE BE ESTABLISHED
2. ORIGINATING DEPARTMENT SHALL PREPARE IN DUPLICATE AND FORWARD BOTH COPIES TO AUDITOR'S DEPARTMENT
3. AUDITOR, AFTER ENCUMBERING WILL RETURN SECOND COPY TO ORIGINATING DEPARTMENT.
4. ORIGINATING DEPARTMENT WILL ENTER THE REQUEST NO. OF THIS REQUISITION ON ALL PAYMENT DOCUMENTS PERTAINING TO THE ENCUMBRANCE.

SECTION A - TO BE FILLED IN BY ORIGINATING DEPARTMENT

X

DATE:

PURPOSE OF ENCUMBRANCE: FY 09 rent expense Office Space, and 2 boat slips

Payable to: Wesco Sales Corp

REQUESTED BY:
Diane Bartko

DEPARTMENT/DIVISION
READ

M.S.	51A
------	-----

PHONE: 66191

[illegible]**SECTION B - FOR DEPARTMENT'S USE**[illegible]

SECTION C - APPROVALS

ORIGINATING DEPARTMENT:

Charmaine Gillis

READ

AUDITOR & COMPTROLLER ENCUMBRANCE

APPROVED:

DATE:

KEY PUNCH:

DATE: