

1 [Lease of Real Property]

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3 **Resolution approving and authorizing a lease between the City and County of San**  
4 **Francisco, as lessee, and Mannar Investment Company, a California Limited**  
5 **Partnership, as lessor, of warehouse space at 2348 Jerrold Avenue, San Francisco.**

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7 WHEREAS, Mannar Investment Company ("Lessor") owns that certain warehouse  
8 building located at 2348 Jerrold Avenue, San Francisco (the "Building") containing  
9 approximately 11,000 square feet of space (the "Premises"); and

10 WHEREAS, The City, on behalf of the San Francisco Police Commission ("Police  
11 Commission"), desires to lease the Premises for an initial term of approximately five years at  
12 a monthly base rental of \$5,650.00, with one option to extend the lease ("Extension Option")  
13 for an additional five (5) years, pursuant to the terms and conditions of a lease agreement  
14 ("Lease") substantially in the form on file with the Clerk of the Board of Supervisors, which is  
15 hereby declared to be a part of this resolution as if set forth fully herein; and,

16 WHEREAS, The Police Commission adopted Resolution No. 9-03 on February 12,  
17 2003, on file with the Clerk of the Board of Supervisors, which approved the request for the  
18 proposed lease of the Premises upon terms consistent with the terms and conditions of the  
19 Lease; now, therefore, be it

20 RESOLVED, That in accordance with the recommendations of the Chief of Police, the  
21 San Francisco Police Commission and the Director of Property, that the Director of Property is  
22 hereby authorized, on behalf of the City, as Lessee, to execute the Lease for the Premises,  
23 along with other related documents with Lessor; and, be it

24 FURTHER RESOLVED, That the Lease shall commence as of the date City's Board of  
25 Supervisors and Mayor approve a resolution authorizing the Lease (the "Commencement

1 Date”) and the lease is executed by the City and shall expire approximately five years later  
2 (March 31, 2008) and shall contain one five-year Extension Option; and, be it

3 FURTHER RESOLVED, That, provided the rent for the commencement of the  
4 Extension Term is below the Director of Property’s determination of fair market rent, the  
5 Director of Property shall be authorized to exercise the Extension Option without obtaining  
6 any further approvals by the Police Commission, the Board of Supervisors or the Mayor; and,  
7 be it

8 FURTHER RESOLVED, That the Lessor shall deliver the Premises in good condition  
9 and repair, and the City, at its sole cost and expense, shall be responsible for payments of  
10 utilities and services used by City at the Premises; and, be it

11 FURTHER RESOLVED, That the Lease shall include a clause approved by the City  
12 Attorney, indemnifying and holding harmless the Lessor, from and agreeing to defend the  
13 Lessor against any and all claims, costs and expenses, including, without limitation,  
14 reasonable attorney’s fees, incurred as a result of City’s use of the Premises, any default by  
15 the City in the performance of any of its material obligations under the Lease, or any negligent  
16 acts or omissions of City or its agents, in, on or about the Premises or the property on which  
17 the Premises are located, excluding those claims, costs and expenses incurred as a result of  
18 the negligence or willful misconduct of Lessor or its agents; and, be it

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

21 FURTHER RESOLVED, That the Director of Property shall be authorized to enter into  
22 any amendments or modifications to the Lease, including without limitation, the exhibits, that  
23 the Director of Property determines, in consultation with the City Attorney, are in the best  
24 interest of the City, do not increase the rent or otherwise materially increase the obligations or  
25 liabilities of the City, are necessary or advisable to effectuate the purposes and intent of the

1 Lease or this resolution, and are in compliance with all applicable laws, including City's  
2 Charter; and, be it

3 FURTHER RESOLVED, That the City shall occupy the entire Premises for the full term  
4 of the Lease unless funds for the Police Department's rental payments are not appropriated in  
5 any subsequent fiscal year, at which time the City may terminate the Lease with advance  
6 notice to Landlord. Said Lease shall be subject to certification as to funds by the Controller,  
7 pursuant to Section 6.302 of the City Charter.

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9 RECOMMENDED: \$22,600 Available from  
10 Appropriation No. 380272 03011  
11 Project PPC 042 FAN ARC

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Director Of Property  
Real Estate Division

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Controller

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