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**COUNTY OF SAN MATEO**

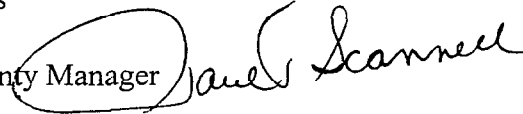
**County Manager's Office**

**DATE:** January 24, 2001

**Agenda Date:** February 6, 2001

**TO:** Honorable Board of Supervisors

**FROM:** Paul T Scannell, Assistant County Manager



**SUBJECT:** Annex Agreement with San Mateo County Historical Association,  
Redwood City (Lease No. 5231)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute an Annex Agreement with the San Mateo County Historical Association for the Broadway Avenue Annex (Fiscal Building) and the Marshall Street Annex Building in Redwood City

Background and Discussion

In March 1995 your Board approved an Agreement with the San Mateo County Historical Association allowing for its use of the Old Courthouse in Redwood City for operation and maintenance of the San Mateo County Historical Museum. In 1999 a Courthouse Restoration Study and Block Master Plan were completed for the Old Courthouse site. Plans propose restoration of the site to its original condition including demolition of the Broadway Avenue Annex (Fiscal Building) and the Marshall Street Annex.

The Annex Agreement presented for your approval provides that the County would continue to have use of the two Annex buildings but would not grant rights to third parties to use the buildings. The purpose of the Agreement is to provide assurance to the Association that rights to the buildings will not be conveyed to third parties while the Historic Courthouse Restoration Committee and the Association raise funds for the demolition and restoration of the site. The term of the Agreement is for five years beginning retroactively to January 1, 2001. When funds are secured for demolition of the buildings, the County and the Association would negotiate a new Agreement to provide for the proposed restoration plan and use of the entire site. All terms of the original agreement will remain unchanged

Fiscal Impact

There are no increased costs to the County under the Annex Agreement.

cc/enc: Lee Thompson, Deputy County Counsel  
Lynda Green, Manager, Real Property Services

RESOLUTION NO \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF AN ANNEX AGREEMENT BETWEEN  
THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY HISTORICAL  
ASSOCIATION FOR THE MARSHALL STREET ANNEX BUILDING AND BROADWAY  
AVENUE ANNEX (FISCAL BUILDING ANNEX) IN REDWOOD CITY  
(AGREEMENT NO 5231)

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RESOLVED, by the Board of Supervisors of the County of San Mateo, State of  
California, that

WHEREAS, there has been presented to this Board of Supervisors for its consideration and  
acceptance an Annex Agreement, reference to which is hereby made for further particulars, whereby  
the County of San Mateo and the San Mateo County Historical Association, agree to certain use of  
the Annex Buildings adjoining the Old Courthouse in Redwood City, in accordance with the terms  
and conditions contained in said agreement; and

WHEREAS, this Board has been presented with a form of such agreement and said Board  
has examined and approved same as to both form and content and desires to enter into same

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED

1 That the President of this Board of Supervisors be, and is hereby, authorized and directed  
to execute said Annex Agreement for and on behalf of the County of San Mateo, and the Clerk of  
this Board shall attest to the signature thereto.

2 That the Assistant County Manager is hereby authorized to accept or execute on behalf  
of the County, any and all notices and documents in connection with the Annex Agreement.

\* \* \* \* \*

## ANNEX AGREEMENT

**THIS ANNEX AGREEMENT**, effective as of January 1, 2001, is entered into by and between the COUNTY OF SAN MATEO, a political subdivision of the State of California ( County ), and SAN MATEO COUNTY HISTORICAL ASSOCIATION, a nonprofit corporation organized under the laws of the Sate of California ( Association )

### RECITALS

This Annex Agreement is made by and entered into between the parties for the following purposes and with reference to the following facts

- A County and Association are parties to that certain agreement dated March 21, 1995, and amended June 30, 1998, (collectively the Existing Agreement ) wherein certain portions of the ' old courthouse' building and the additions thereto (commonly known as the ' Annexes ', as more fully described below) are made available to Association
- B The parties now wish to provide Association with certain additional rights to the Annexes, with the understanding that said rights are to be limited pending the outcome of Association's fund raising efforts
- C The parties are aware of a June 1999 Courthouse Restoration Study and a June 1999 Block Master Plan that describe and estimate certain improvements in and around the Annexes and the old courthouse
- D The intent of the parties is that, except as provided in Paragraph 1 of this Annex Agreement, Association is to have no greater or lesser rights than it currently has to use or occupy the Annexes under the terms of the Existing Agreement, but that once sufficient funds are raised for certain demolition and construction work in connection with the Annexes, then Association will be granted the additional interests as appropriate and necessary to complete demolition and construction as may be approved by County

NOW THEREFORE, in consideration of the terms, covenants and agreements herein set forth, the parties hereto do hereby agree as follows

**1. ASSOCIATION'S RIGHTS IN THE ANNEXES**

County hereby grants to the Association and the Association hereby accepts from County the rights and interests described herein to those portions of the facilities located at 2200 Broadway, Redwood City as specifically shown and described in Exhibit A attached hereto (hereinafter referred to as the Annexes ) As more fully described in Section 6 below, except as set forth in the Existing Agreement, Association shall have no other rights to use or occupy the Annexes for any reason whatsoever, as its interest in the Annexes for purposes of this Annex Agreement shall be solely for the purposes of raising funds for future projects in connection with one or both of the Annexes If and when sufficient funds are raised County and Association shall address the need for Association to have additional interests It is understood and agreed that said interest to be granted to Association in the future shall be and take whatever form is agreed upon by the parties and is appropriate for the demolition and construction that is finally agreed to by the parties

**2. TERM**

The term of this Annex Agreement shall be for five years commencing January 1, 2001, and ending on December 31, 2005, unless extended or sooner terminated as provided herein This Annex Agreement may be terminated at any time on the mutual consent of the parties

**3. CONSIDERATION**

Association shall pay County \$1 00 per year for the rights granted to Association hereunder

**4. COSTS OF OPERATING THE ANNEXES**

Under this Annex Agreement, the parties shall continue to be responsible for the costs associated with the operation, maintenance and repair of the Annexes (including all utilities, janitorial services, and any taxes or assessments that may be imposed on or levied against the Annexes, or either of them) as set forth in the Existing Agreement

**5. COOPERATION AND COORDINATION**

The parties recognize and acknowledge that the Annexes are physically connected to and operated in conjunction with the old courthouse and which together house the Association's Historical Museum and certain operating County departments. Association acknowledges and agrees that nothing in this Annex Agreement modifies or changes its obligations to use and operate the museum in a way that is compatible with and does not disturb the use and quiet enjoyment of the County departments, all as set forth in the Existing Agreement.

**6. NO NEW USE OR OCCUPANCY OF THE ANNEXES**

Except as set forth in the Existing Agreement, the Association may not use the Annexes or either of them for any purposes whatsoever, including without limitation, ingress or egress from the old courthouse. Except as may be required due to emergency conditions, or as may be approved by the County Manager, no fixtures, personal property, structures, improvements, alterations (including painting, carpeting, appliances or facilities) shall be placed, constructed, erected, altered, or made on or within the Annexes by the Association. During the term of this Annex Agreement, except for uses by the County itself, Association's interests in the Annexes effectively shall be exclusive, because during such term, County shall not grant or permit the Annexes to be used by any third party unless emergency conditions require the County to permit such use. County reserves the right to use the Annexes for its own purposes, and to place any fixtures, personal property, structures, improvements, or alterations on or within the Annexes as County may deem appropriate, provided, however, the exercise of such rights shall not impair Association's rights under the Existing Agreement.

**7. COMPLIANCE WITH LAW**

Association shall at all times comply with all federal, state, county, and city laws, ordinances or regulations in connection with its rights and obligations under this Annex Agreement.

**8. FUTURE ALTERATIONS AND USE BY ASSOCIATION**

It is anticipated by the parties that the Association will raise sufficient funds to complete the demolition and construction as described in the Courthouse Restoration Study or

Block Master Plan. It is in anticipation and reliance on that ability that the County is willing to grant the Association the rights to the Annexes as described herein. If and when such sufficient funds are raised, County and Association shall address the need to enter into a new or replacement agreement regarding the Annexes, the demolition thereof, new construction and the Association's rights and responsibilities in connection therewith.

**9. HOLD HARMLESS**

County shall not be liable or responsible for any accident, loss, injury, or damages happening or accruing during the term of this Annex Agreement which occurs because of Association's interest in or connection with the Annexes as herein provided, and Association hereby agrees to fully indemnify and protect County and its duly authorized representatives from and against the same. Association hereby assumes liability for and agrees to save County and its duly authorized agents harmless and indemnify it from every expense, liability, or payment by reason of any injury or death to persons or damage to property suffered through any act or omission of Association, whether such liability arises by contract, negligence or otherwise.

**10. NO ASSIGNMENT**

This Annex Agreement is personal to Association and Association shall not assign all or any part of this Annex Agreement or any of its rights, privileges or obligations with regard to the Annexes.

**11. NON-DISCRIMINATION**

Association shall not, in any endeavor or activity conducted with regard to the Annexes, or in any other manner, discriminate against any person on the grounds of race, color, religion, sex, sexual orientation or national origin. Failure of the Association to comply with this provision shall be deemed non-compliance with the terms and provisions of this Annex Agreement.

**12. NOTICES**

Any notice or demand required or permitted to be delivered hereunder shall be addressed as follows

To Association            San Mateo County Historical Association  
   777 Hamilton Street.  
   Redwood City, California 94063

To County                    County Manager  
   County Government Center  
   Redwood City, California 94063

**13. APPLICABLE LAW**

This Annex Agreement shall in all respects be governed by the laws of the State of California

**14. BREACH OF CONTRACT**

In the event of any breach of this Annex Agreement by Association, County may at any time thereafter, in its sole discretion, with or without notice or demand and without limiting County in the exercise of right or remedy which County may have by reason of such default or breach, terminate this Annex Agreement or pursue any other remedy now or hereafter available to County. County's failure to insist upon strict performance of any covenant or term of this Annex Agreement or to exercise any right herein contained shall not be a waiver or relinquishment for the future of such covenant or right, and the same shall remain in full force and effect

**15. ENTIRE AGREEMENT; MODIFICATIONS**

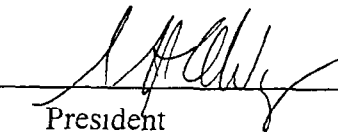
This Annex Agreement and its attachments constitute the entire agreement of the parties with respect to the matters covered hereby, and there are no oral agreements between the parties with respect thereto. No change in this Annex Agreement shall be made except in writing and signed by both the County and the Association

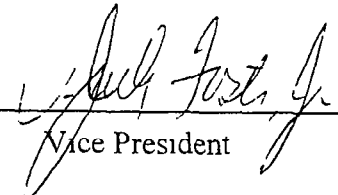
16. **TIME**

Time is of the essence in this Annex Agreement

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,  
have affixed their hands

SAN MATEO COUNTY HISTORICAL ASSOCIATION

By  1/11/01  
President /Date

By  1/11/01  
Vice President /Date

COUNTY OF SAN MATEO

By \_\_\_\_\_  
President, Board of Supervisors

Date \_\_\_\_\_

Attest:

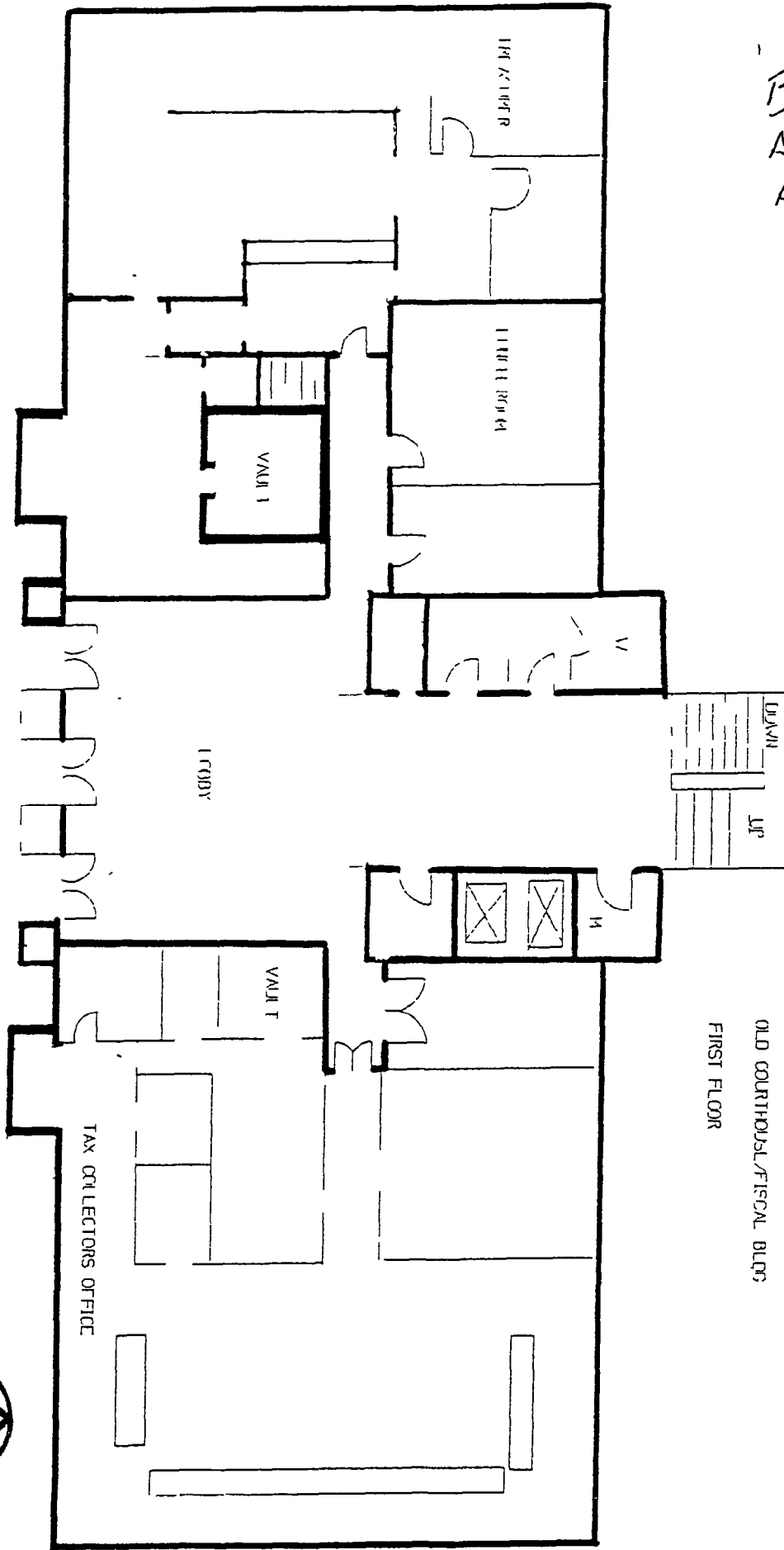
\_\_\_\_\_  
Clerk of Said Board

Date \_\_\_\_\_

**\*\* Attached:      Exhibit A:      Description of the Annexes**

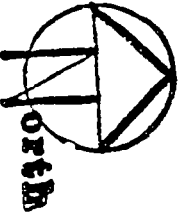


Broadway  
Avenue  
Annex  
First Floor



FISCAL BUILDING 1ST FLOOR

OLD COURTHOUSE/FISCAL BLDG  
FIRST FLOOR

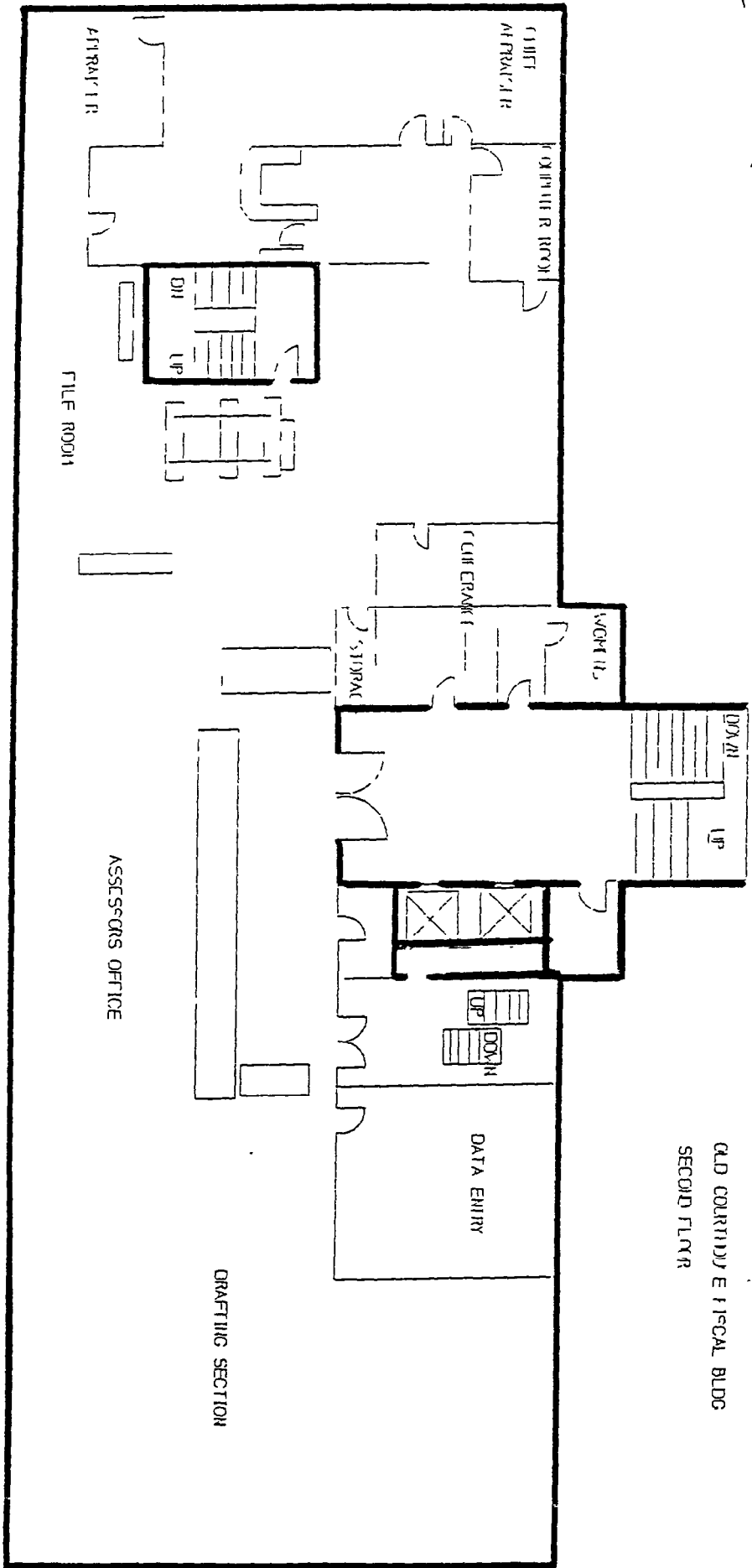


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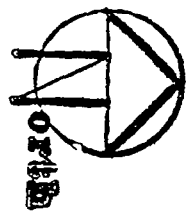
EXHIBIT "A" - 1 of 5

Broadway  
Avenue  
Annex  
2nd Floor

FISCAL BUILDING 2ND FLOOR

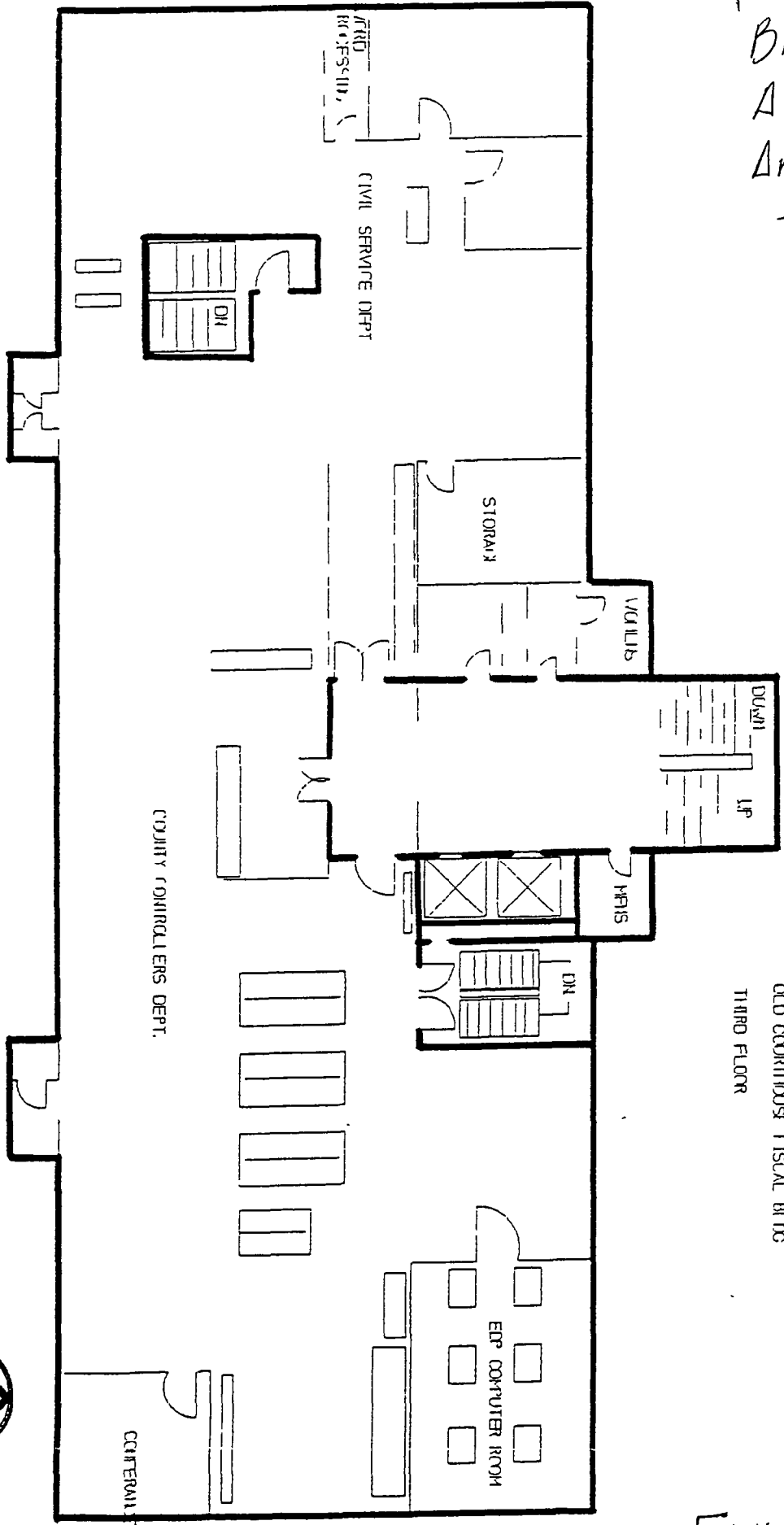


OLD COURTYARD FISCAL BLDG  
SECOND FLOOR



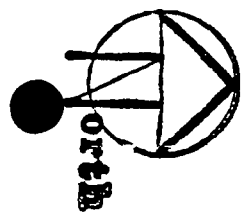
Broadway  
Avenue  
Annex  
Third  
Floor

FISCAL BUILDING 3RD FLOOR



OLD COURTHOUSE FISCAL BLDG  
THIRD FLOOR

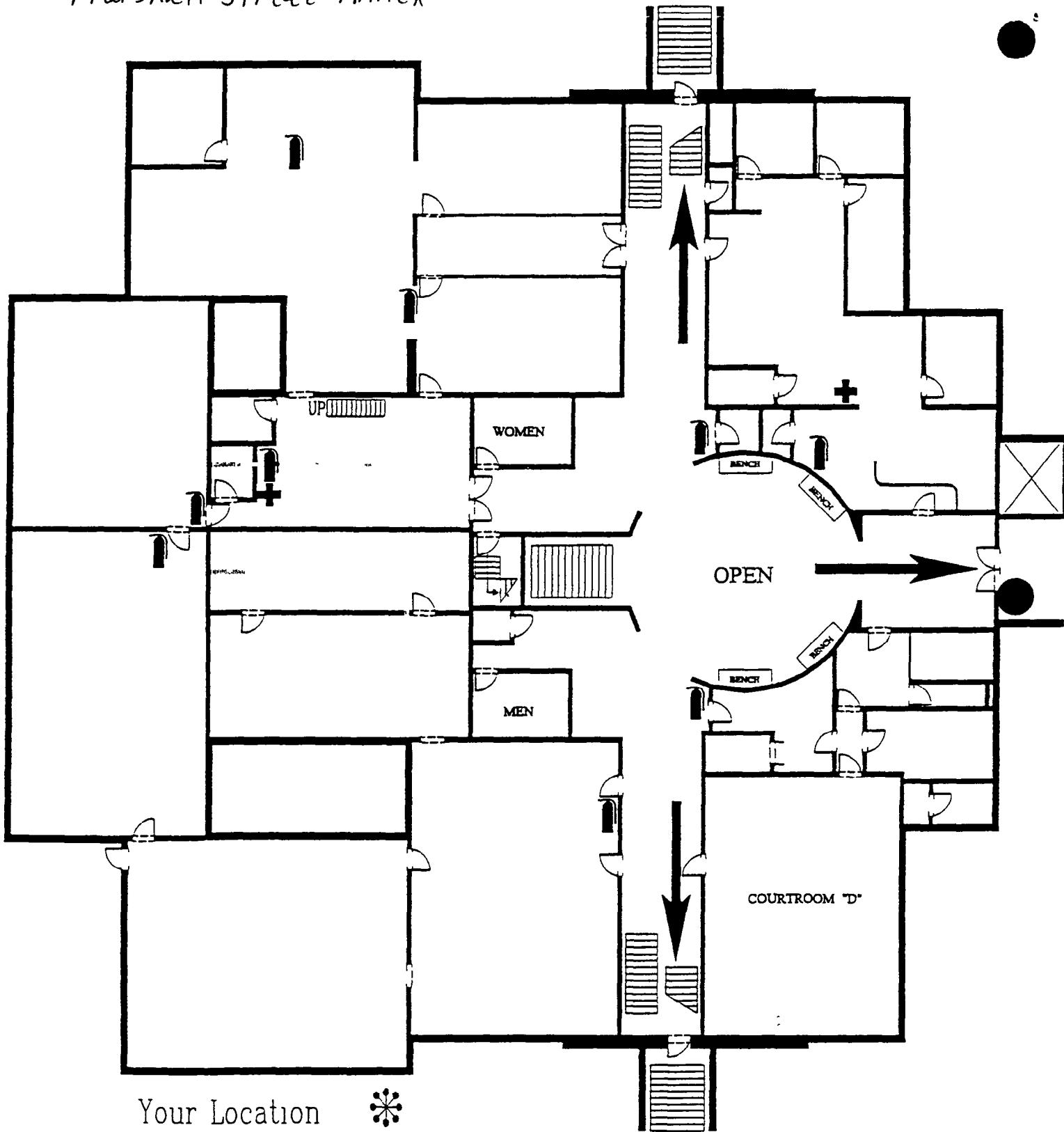
EXHIBIT "A" - 3 of 5



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OLD COURTHOUSE FIRST FLOOR

Marshall Street Annex







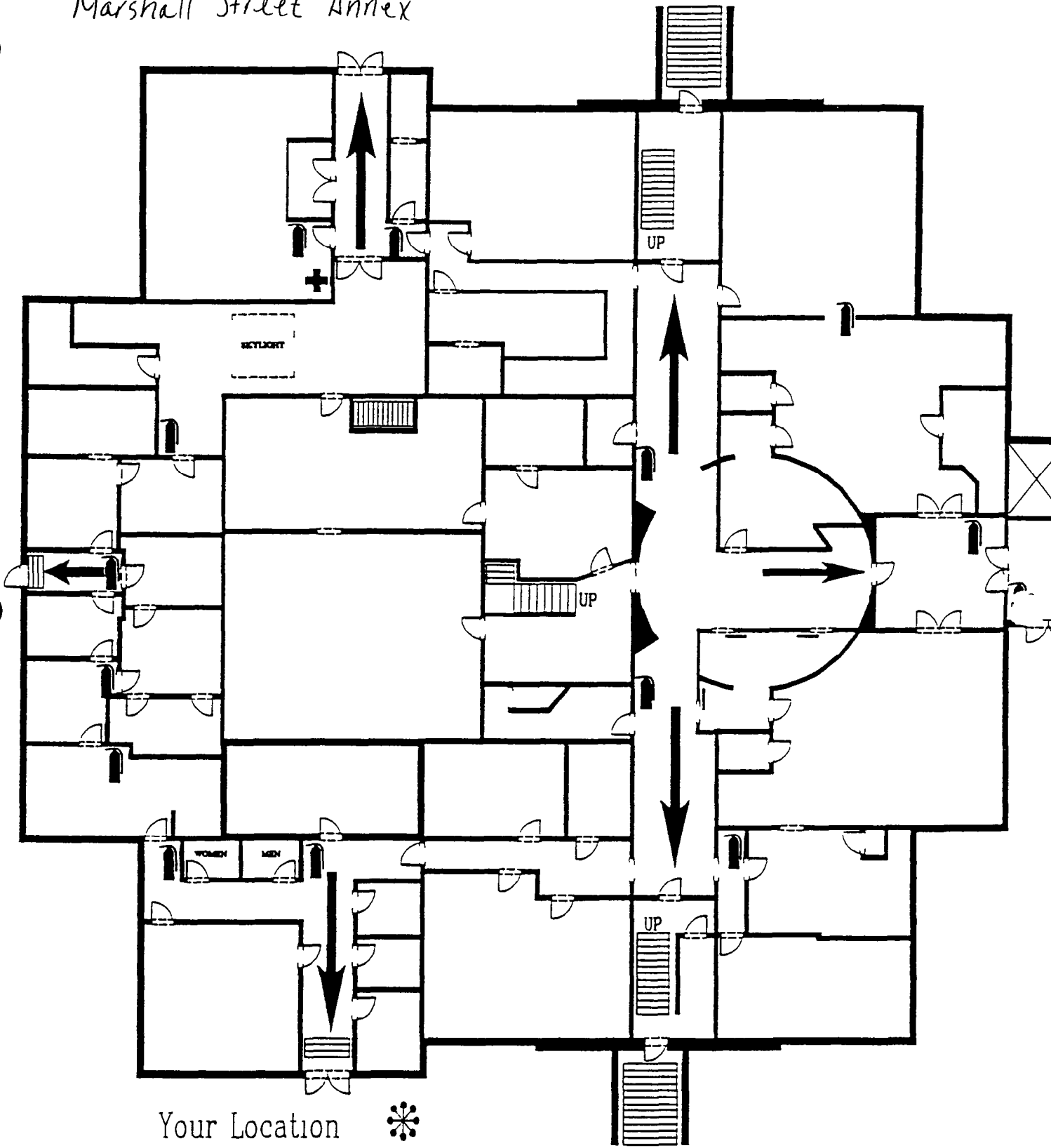
- Your Location \*
- Fire Extinguisher 
- First Aid Kit +
- Emergency Exit 

EXHIBIT "A" - 4 of 5

# OLD COURTHOUSE BASEMENT

Marshall Street Annex



- Your Location \* (asterisk symbol)
- Fire Extinguisher (cylinder icon)
- First Aid Kit + (plus sign icon)
- Emergency Exit → (arrow icon)

EXHIBIT "A" - 5 of 5