

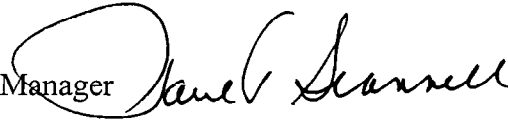
COUNTY OF SAN MATEO

County Manager's Office

DATE: February 28, 2001
Agenda Date: March 13, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager



SUBJECT: First Amendment to Lease Agreement with Manor Associates, Ltd , for Office Space at 32 W. 25th Avenue, San Mateo (Lease No 1225)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a First Amendment to Lease Agreement to provide for construction of certain modifications to the office at 32 W. 25th Avenue, San Mateo, for the Mental Health Dual Diagnosis and Mentally Ill Offender Services Programs.

Background and Discussion

Since March 1999 the Mental Health Division has occupied space at 32 W. 25th Avenue in San Mateo for its Pre-to-Three Program. The program has moved to Crystal Springs and the Dual Diagnosis and Mentally Ill Offender programs will be moving into the space. The staff change requires construction of a wall to divide one existing office into two offices.

The First Amendment to Lease Agreement provides for the Landlord to construct the wall and add additional electrical outlets and lights as necessary. The County will reimburse the Landlord for the cost of the work in an amount not to exceed \$4,200. All other conditions of the lease remain unchanged.

The Director of Health Services concurs in this recommendation.

Fiscal Impact

The estimated amount of construction is available in the rental account for this facility

- cc/enc: D Penny Bennett, Deputy County Counsel
- cc: Margaret Taylor, Director, Health Services
- Beverly Abbott, Director, Mental Health Division, Health Services
- Nina Kulgein, Quality Improvement Manager, Mental Health Division, Health Services
- Lynda Green, Manager, Real Property Services

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

* * * * *

RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT
TO LEASE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
MANOR ASSOCIATES, LTD , FOR OFFICE SPACE FOR THE MENTAL HEALTH DIVISION
OF THE HEALTH SERVICES DEPARTMENT IN SAN MATEO
(LEASE NO 1225)

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 a *First Amendment to Lease Agreement*, reference to which is hereby made for further
particulars, whereby the County of San Mateo and Manor Associates, Ltd , agree to amend the lease
to provide for the Landlord to make certain improvements to office space at 32 W. 25th Avenue, San
Mateo, for the Mental Health Division of the Health Services Department in accordance with the
terms and conditions contained in said First Amendment to Lease Agreement, and

WHEREAS, this Board has been presented with a First Amendment to Lease 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 First Amendment to Lease 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 First Amendment to Lease
Agreement.

* * * * *

**FIRST AMENDMENT TO LEASE AGREEMENT
(NO. 1225)**

This First Amendment, dated, for reference purposes only, this _____ day of _____, 2001, between the COUNTY OF SAN MATEO, a political subdivision of the State of California ("Tenant"), and MANOR ASSOCIATES, LTD, a California Limited Partnership ("Landlord"), who mutually agree as follows:

WHEREAS, on November 17, 1998, Tenant's Board of Supervisors adopted Resolution No. 62417, authorizing the execution of an agreement whereby Landlord leased to Tenant the premises identified as 32 W. 25th Avenue, Suite 204, San Mateo, (consisting of 1,123 square feet) and premises identified as 2479 Flores Street, San Mateo (consisting of 922 square feet), and

WHEREAS, Tenant has requested that Landlord provide certain modifications to the portion of the premises identified as 32 W 25th Avenue, Suite 204, San Mateo, and

WHEREAS, it is now the mutual desire of the parties to amend the agreement to provide for the modifications.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS

1 In consideration of payment by Tenant to Landlord of the amount set forth below and in consideration of construction of improvements by Landlord for Tenant, the following section shall be added to the Lease

SECTION 31. MODIFICATIONS TO 32 W 25TH AVENUE, SUITE 204

A CONSTRUCTION OF IMPROVEMENTS BY LANDLORD. Landlord or Landlord's contractor shall furnish and install all materials, services, and labor necessary to complete, in a workmanlike manner, the construction of improvements as set forth in Exhibit A to this First Amendment attached hereto and incorporated herein by reference. All work shall be performed in accordance with accepted standards within the industry. Said work shall be completed within fourteen (14) days of execution of this First Amendment by both parties.

B LUMP SUM PAYMENT BY TENANT. Within twenty-one (21) days of Tenant's acceptance of the improvements constructed by Landlord under Section 31 A. above, Tenant shall pay Landlord an amount not to exceed Four Thousand Two Hundred Dollars (\$4,200) for all costs incurred by Landlord in its construction of the improvements.

2 Except as set forth in this Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.

Signatures follow on Page 2

"LANDLORD"

MANOR ASSOCIATES, LTD.

Dated 3/01/01

By 
Victor M. Catanzaro
General Partner

"TENANT"

COUNTY OF SAN MATEO

Dated: _____

By _____
President, Board of Supervisors

Attest. _____
Clerk of The Board

Resolution No _____



EXHIBIT "A"

Proposal

| | | |
|---|---|------------------------|
| PROPOSAL SUBMITTED TO Wallstreet Properties | PHONE (650)574-1000 | DATE 2/28/01 |
| STREET 2477 Flores Street | JOB NAME Misc. Repairs | |
| CITY STATE AND ZIP CODE San Mateo Ca. 94403 | JOB LOCATION 32 W. 25TH Ave, Ste204 | |

We hereby submit specifications and estimates for

RE: Misc. Repairs

- 1) Construct a new wall in the office area approx. 8 x 12'6" with 5/8 type X drywall
- 2) Purchase and install a 3 x 7' aluminum frame solid core door to the new office area.
- 3) Tape the new drywall smooth and paint to match the existing office area.
- 4) Replace the damaged ceiling tile where the new wall was installed.
- 5) Install (3) fourplex electrical outlets and (2) fire sprinkler heads.
- 6) Install 4" vinyl baseboard on the new wall to match existing.
- 7) Install (1) cold air return and (1) supply register in the new office area.

* *work shall also include glazing (Borrowed here above 7' FFE) Cost est. of \$7500*
 We propose hereby to furnish material and labor — complete in accordance with above specifications for the sum of
THREE THOUSAND ONE HUNDRED SEVENTY & 0/100 dollars (\$ **3,170.00**)

Payment to be made as follows

Upon Completion

dollars (\$ **+ 7500 glazing**)
\$3,920.00

The work listed above shall be completed within 10 days.

NOTICE TO OWNER

Under the Mechanics' Lien Law any contractor subcontractor laborer materialman or other person who helps to improve your property and is not paid for his labor services or material has a right to enforce his claim against your property. Under the law you may protect yourself against such claims by filing before commencing such work of improvement an original contract for the work of improvement or a modification thereof in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor services equipment or materials for the work described in said contract.

Authorized Signature *[Signature]*

Note: This proposal may be withdrawn by us if not accepted within 5 days

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance _____

Signature _____

Signature _____