

**COUNTY OF SAN MATEO**

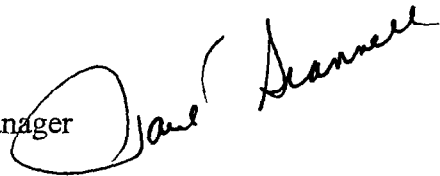
**County Manager's Office**

**DATE:** April 10, 2001

**Agenda Date:** April 24, 2001

**TO:** Honorable Board of Supervisors

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



**SUBJECT:** Second Amendment of Lease Agreement with Allan J and Carolyn S. Bernardi for a Communication Facility, Pescadero (Lease No 1147)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a Second Amendment of Lease Agreement with Allan J. and Carolyn S Bernardi for the operation of a communication facility

Background and Discussion

On January 20, 1987, the County entered into a Lease Agreement for the installation, maintenance and operation of a communication facility near Pescadero The lease expires on July 31, 2001.

The site is necessary to provide the Sheriff's Office with communication coverage in the South County. The second amendment provides for an extension of the lease and an increase in rent.

The Second Amendment of Lease Agreement presented for your consideration is summarized as follows:

1. The term is extended for three years commencing on August 1, 2001 and expiring on July 31, 2004.
2. The monthly rent shall increase from \$753.79 to \$1,265 00 per month The current rental rate is based on the fair market rent in the area and is consistent with rent charged by the Landlord for another site on the property.
3. The County shall be permitted to replace the existing shelter with a 10 x 12 shelter within the leased area.

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

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

\* \* \* \* \*

RESOLUTION AUTHORIZING EXECUTION OF A SECOND AMENDMENT OF LEASE AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ALLAN J. AND CAROLYN S. BERNARDI FOR A COMMUNICATION FACILITY NEAR PESCADERO (LEASE NO. 1147)

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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 a Second Amendment of Lease Agreement, reference to which is hereby made for further particulars, whereby the County of San Mateo and Allan J. and Carolyn S. Bernardi agree to the terms and conditions contained in said Second Amendment of Lease Agreement for the premises at 440 Pigeon Point Road, Pescadero, California; and

WHEREAS, this Board has been presented with a form of said Second Amendment of 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 Second Amendment of 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 this Second Amendment of Lease Agreement.

\* \* \* \* \*

## SECOND AMENDMENT OF LEASE AGREEMENT

### LEASE NO. 1147

This Second 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 ALLAN J. BERNARDI and CAROLYN S BERNARDI ('Landlord'), who mutually agree as follows:

WHEREAS, on January 20, 1987 this Board of Supervisors adopted Resolution No. 48831 authorizing execution of a Lease Agreement for the installation and maintenance of a communication facility by Tenant on premises located at 440 Pigeon Point Road, Pescadero, California, and

WHEREAS, on May 21, 1996 this Board of Supervisors adopted Resolution No. 60204 authorizing a First Amendment of Lease for said premises; and

WHEREAS, it is now the mutual desire of the parties to further amend the agreement,

#### NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

The following is added to Section 3 (as amended) "Term .

1. In consideration of the rent payments set forth in Paragraph 2 below, the term of the Lease shall be extended from August 1, 2001 through July 31, 2004.

The following is added to Section 6 (as amended) ' Monthly Rental' .

2. Commencing on August 1, 2001 the monthly rental payments shall be adjusted to \$1,265 00.
3. Section 7, Cost-of-Living Rental Adjustments of the Agreement shall be modified as follows. Commencing on August 1, 2002 (the new adjustment date') the monthly rental payments shall be adjusted yearly in accordance with the Consumer Price Index, based on a Beginning Index of August 2001 and the Extension Index of August of each adjustment period.
4. Section 4, Option to Extend Term of the Agreement shall be deleted
5. In accordance with Section 19, Improvements, Alteration and Additions of the Agreement the Landlord hereby consents to the County replacing the existing shelter with a 10 x 12 shelter within the boundaries of the premises

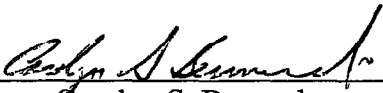
Except as set forth in this Amendment, all other provisions of the Agreement shall remain unchanged and in full force and effect.

'LANDLORD'

TENANT"

By   
Allan J. Bernardi

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

By   
Carolyn S. Bernardi

Dated: 4/4/01

Dated: \_\_\_\_\_

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

ATTEST \_\_\_\_\_  
Clerk of said Board