



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: October 2, 2001

BOARD MEETING DATE: October 23, 2001

TO: Honorable Board of Supervisors

FROM: Paul T. Scannell, Assistant County Manager

SUBJECT: First Amendment to Lease with Dan and Linda Bortolotti for the Sheriff's Coastside Substation. (Lease No. 1216)

Recommendation

Adopt a Resolution authorizing the President of the Board of Supervisors to execute a First Amendment to Lease with Dan and Linda Bortolotti to increase the rentable area occupied at 500 California Street, Moss Beach.

Background

The Sheriff's Department has operated a substation at 500 California Street in Moss Beach since July of 1998. The Sheriff's Department has a need for additional space at this location. An amendment to the agreement has been negotiated with the Landlord to provide for the additional space.

Discussion

The First Amendment to Lease increases the rentable area at this facility by 850 square feet to a total of 3,800 square feet. The additional space will consist of three (3) sleeping rooms, a shower room and locker area for the Deputies that work 12 hour shifts, three days in a row. The proposed increase in monthly rent for the additional space is \$1,242.37 (\pm \$1.46 per square foot), which is considered to be fair market rent. The Landlord at its sole expense, will complete numerous improvements to the premises, including construction of the sleep rooms, locker room and shower. The lease expires June 30, 2003, and includes one option to extend the term for one additional year.

Honorable Board of Supervisors
October 2, 2001
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Fiscal Impact

The additional monthly rental is included in the 2000/2001 Sheriff's Office Budget.

Cc/enc: D. Penny Bennett, County Counsel

cc: Don Horsley, Sheriff

Lee Lazaro, Deputy Director, Sheriff's Administration

Lt. John Quinlan, Sheriff's Office

Steve Alms, Manager, Real Property Division

Carolyn Hamilton, Real Property Agent, Real Property Division

RESOLUTION NO. _____

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

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**RESOLUTION AUTHORIZING EXECUTION OF A FIRST AMENDMENT TO
LEASE BETWEEN THE COUNTY OF SAN MATEO AND DAN AND LINDA
BORTOLOTTI FOR THE BUILDING AT 500 CALIFORNIA STREET, MOSS BEACH
(LEASE NO. 1219)**

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

WHEREAS, on June 23, 1998 the County of San Mateo and Dan and Linda Bortolotti entered into an agreement for the lease of property located at 500 California Street, Moss Beach, California; and

WHEREAS, the parties now wish to amend that agreement, and

WHEREAS, this Board has been presented with a form of such Amendment to the Agreement and said Board having examined and approved the amendment as to both form and content, and desire to enter into the amended agreement;

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 the Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's 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 First Amendment to Lease Agreement.

* * * * *

FIRST AMENDMENT TO LEASE
HALF MOON BAY SHERIFF'S SUBSTATION
LEASE NO. 1219

This First Amendment To Lease ("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 DAN and LINDA BORTOLOTTI ("Landlord"), who mutually agree as follows:

WHEREAS, Landlord is the owner of that certain real property identified as San Mateo County Assessor's Parcel 037-141-010, together with the improvements thereon, and commonly known as 500 California Avenue, Moss Beach, California; and,

WHEREAS, Landlord entered into a lease with Tenant dated for reference as of June 23, 1998 for approximately 2,950 rentable square feet of building area, together with parking (the "Lease"); and,

WHEREAS, Landlord and Tenant desire to amend the Lease to incorporate an additional area of approximately 850 rentable square feet in the Premises.

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, LANDLORD AND TENANT HEREBY AGREE TO AMEND THE LEASE AS FOLLOWS:

1. Section 3 of the Lease is hereby deleted in its entirety, and replaced with the following:

3. PREMISES. Landlord does hereby lease to Tenant and Tenant hereby Leases from Landlord all of that certain real property identified as San Mateo County Assessor's Parcel 037-141-010, together with the improvements thereon, and commonly known as 500 California Avenue, Moss Beach, California (the "Premises"). The improvements consist of a single story building of approximately 3,800 rentable square feet (the "Building"), paved parking, and landscaped area.

2. As of the effective date of this Amendment, the monthly rental set forth in Section 7 of the Lease shall be \$5,553.70, which monthly rental shall be subject to adjustment as set forth in the Lease.

3. The following Section 37 is hereby incorporated in the Lease:

37. IMPROVEMENTS BY LANDLORD. Landlord, at its sole cost and expense, shall with due diligence improve the Building to bring it into compliance with the attached Exhibit I, together with the construction of walls, doors, windows, shower facilities, light fixtures and plumbing fixtures. All work shall be performed in a good and workmanlike manner, and Landlord shall be responsible for compliance with all applicable laws and

regulations and for obtaining any applicable permits and authorizations in a timely manner.

4. Section 10 of the Lease is hereby deleted in its entirety, and replaced with the following:

10. UTILITIES. Tenant shall make all arrangements and pay for all utilities furnished to or used by it at the Premises, including, without limitation, gas, electricity, water, sewer, telephone service and trash collection, and all connection charges.

5. Upon delivery of a fully executed copy of this First Amendment To Lease, this Amendment shall be effective retroactively commencing on September 1, 2001.

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

This Amendment shall not be valid unless executed by the President of the Board of Supervisors of the County of San Mateo pursuant to a resolution adopted in accordance with the California Government Code.

"LANDLORD"

Dated: 9-29-01

By 
DAN BORTOLOTTI

Dated: 9-29-01

By 
LINDA BORTOLOTTI

"TENANT"
COUNTY OF SAN MATEO

RESOLUTION NO. _____

ATTEST _____
Clerk of Said Board

By _____
Michael D. Nevin
President, Board of Supervisors

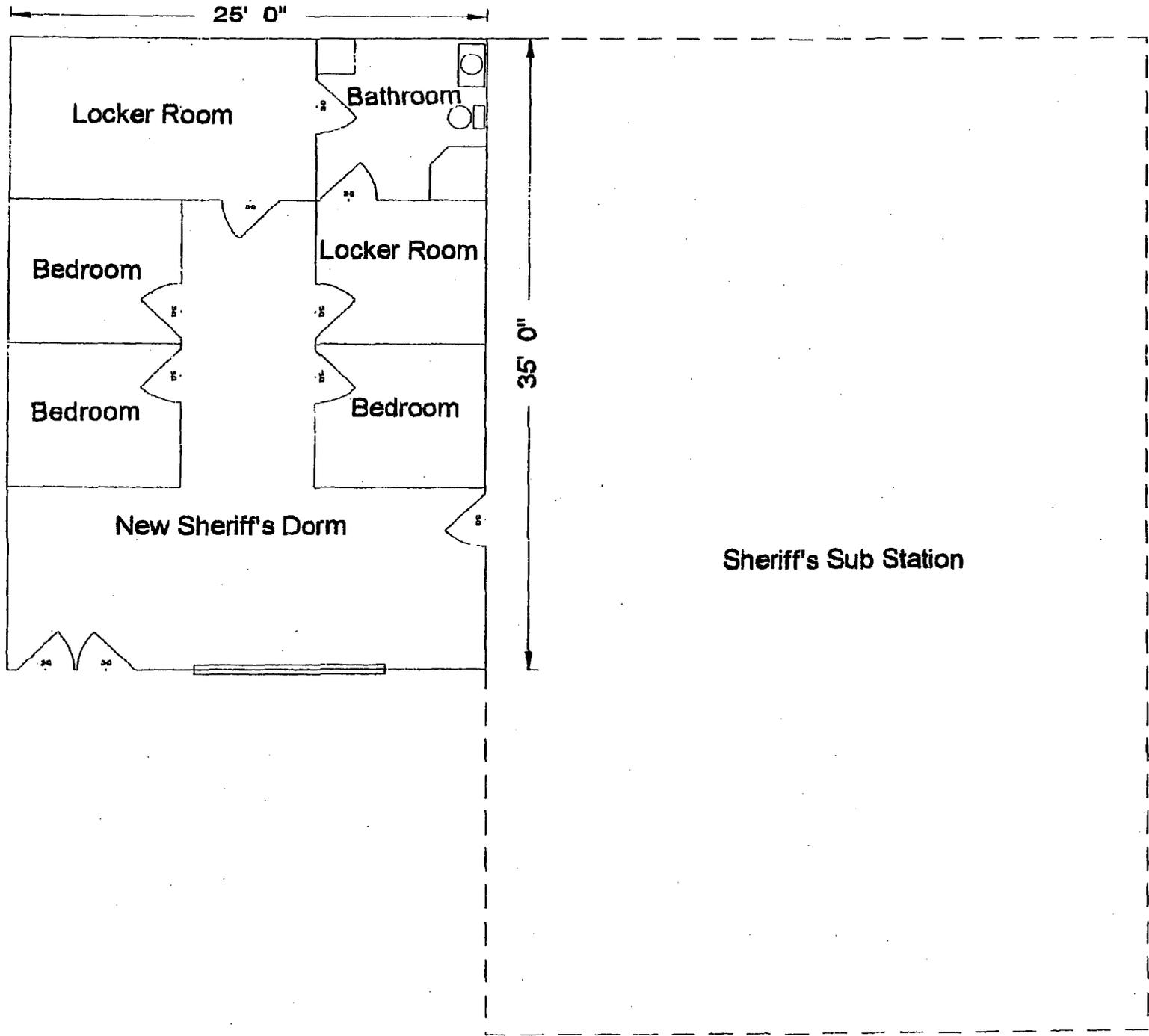


EXHIBIT I