



COUNTY OF SAN MATEO
Inter-Departmental Correspondence

County Manager's Office

DATE: July 31, 2006
BOARD MEETING DATE: August 15, 2006
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Steve Alms, Manager, Real Property Division

SUBJECT: Second Amendment to Residential Rental Agreement with Jerome W. and Karen Mertens for the Sheriff's Commuter House at 731 Valota Rd, Redwood City, California. (Lease No. 1252)

RECOMMENDATION:

Adopt a resolution authorizing:

1. Execution of an amendment to the agreement with Jerome W. and Karen Mertens for the Sheriff's Commuter House at 731 Valota Rd, Redwood City, extending the term for an additional year to August 31, 2007, providing the County two options to extend for one additional year each, and increasing the monthly rental; and
2. The County Manager or designee to accept or execute on behalf of the County, any and all notices, options, consents, approvals, terminations and documents in connection with the Amendment and the Rental Agreement.

VISION ALIGNMENT:

Commitment: Responsive, effective and collaborative government.

Goal 20: Government decisions are based on careful consideration of future impact, rather than immediate gain. The amendment contributes to this commitment and goal by maintaining a solution that helps to retain trained Sheriff Deputies who must commute increasingly long distances.

BACKGROUND:

In an effort to recruit and retain trained Deputies, the Sheriff's Office provides temporary lodging for Deputies who must commute increasingly long distances. In September 2001, as authorized by Resolution No. 64723, the Sheriff's Office entered into an agreement to lease a house at 731 Valota Road in Redwood City for use as the Sheriff's Commuter House. In September 2002, as authorized by Resolution No. 65531, the

First Amendment extended the agreement for an additional year, and provided the County with three additional options to extend under the same terms and conditions for one year each. The lease agreement is scheduled to expire on August 31, 2006.

DISCUSSION:

In light of the continually increasing cost-of-living in the County, the Commuter House remains an important tool in the recruitment and retention of quality trained deputies for the Sheriff's Office.

The Second Amendment To Residential Rental Agreement extends the term of the Agreement through August 31, 2007, provides two (2) one year options to renew the Rental Agreement under the same terms and conditions, and raises the Monthly Rental to \$3,400.00 per month, subject to a CPI adjustment at the time the County exercises the Second Option to Extend, if at all.

The Amendment also gives the County Manager authority to exercise the renewal options and to sign notices, approvals and other documents in connection with the Amendment and the Lease.

The Sheriff and the ADA Compliance Committee concur in this recommendation.

FISCAL IMPACT:

Under the negotiated terms of the Second Amendment, the annual rent for fiscal year 2006/2007 is \$40,800.00. The Sheriff's Office has adequate funds budgeted in the adopted 2006/2007 fiscal year budget.

cc:/enc: D. Penny Bennett, Deputy County Counsel
cc: Don Horsley, Sheriff
Lee Lazaro, Deputy Director, Sheriff's Office
Victoria O'Brien, Lieutenant, Sheriff's Office