

RESOLUTION NO. _____

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

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RESOLUTION AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE A SECOND AMENDMENT TO THE MEMORANDUM OF UNDERSTANDING WITH THE JUDICIAL COUNCIL OF CALIFORNIA AND THE SUPERIOR COURT OF CALIFORNIA, SAN MATEO COUNTY, TO EXTEND THE SCHEDULED COMPLETION DATE FOR HALL OF JUSTICE TENANT IMPROVEMENTS TO MARCH 31, 2025 AND TO PROVIDE \$516,392 AS THE COUNTY'S CONTRIBUTION TOWARD THE COST OF REOPENING CENTRAL BRANCH COURTHOUSE

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

WHEREAS, in connection with the County's development of County Office Building 3 (COB3) and related improvements, the County, the Judicial Council of California (JCC) and the Superior Court of California, San Mateo County (Courts) negotiated and executed a Memorandum of Understanding for the County's acquisition of the Traffic Court Annex and Courtroom O in the Northern Branch Jail Annex in exchange for 13,112 square feet of space in the Hall of Justice (HOJ) improved with two new courtrooms and an expanded court clerk's office (HOJ Improvements); and

WHEREAS, the Memorandum of Understanding was effective November 6, 2018 and was subsequently amended by the First Amendment to the Memorandum of Understanding, dated April 1, 2019 (collectively, the "MOU"); and

WHEREAS, in order to provide the space subject to the HOJ Improvements, the County must first complete COB3 so that the County may vacate portions of the HOJ that will be part of the HOJ Improvements; and

WHEREAS, due to unexpected delays to the COB3 project, the County cannot substantially complete the HOJ Improvements by the original March 31, 2022 date set forth in the MOU; and

WHEREAS, the Judicial Council, Courts and County have agreed to extend the scheduled completion date for the HOJ Improvements until March 31, 2025; and

WHEREAS, in light of the delayed completion of the HOJ Improvements, the Courts plan to renovate and reopen the currently closed Central Branch Courthouse at 800 North Humboldt St., San Mateo, CA (Central Branch) to provide additional space for court activities; and

WHEREAS, the County has agreed to contribute \$516,392 towards the costs and expenses related to the Central Branch reopening.

WHEREAS, the Second Amendment to the MOU amends the MOU to include this extended March 31, 2025 completion date and the County's contribution to the Central Branch reopening costs.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County Manager or his designee is hereby authorized to execute the Second Amendment to the MOU for and on behalf of the County of San Mateo; and

BE IT FURTHER RESOLVED that the County Manager or his designee is authorized to execute and/or accept on behalf of the County all additional documents necessary to effect the Second Amendment to the MOU.

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