

## **RESOLUTION NO. .**

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

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**RESOLUTION AUTHORIZING A) THE PRESIDENT OF THE BOARD TO EXECUTE THE SECOND AMENDMENT TO THE LEASE AGREEMENT WITH GINA WOOD AND MARCUS MAITA, ET AL, SUCCESSORS-IN-INTEREST TO THE GLORIA MAITA TRUST ET AL, FOR OFFICE SPACE AT 3151 EDISON WAY IN UNINCORPORATED REDWOOD CITY, EXTENDING THE TERM THROUGH OCTOBER 31, 2022, AND ADDING 2,000 SQUARE FEET TO THE LEASED PREMISES AT AN INITIAL MONTHLY BASE RENT OF \$8,464.00 WITH 3.5% ANNUAL INCREASES THEREAFTER; AND B) THE COUNTY MANAGER OR HIS DESIGNEE TO ACCEPT OR EXECUTE NOTICES, OPTIONS, CONSENTS, APPROVALS, TERMINATIONS, AND DOCUMENTS IN CONNECTION WITH THE LEASE AGREEMENT AS AMENDED; AND C) THE COUNTY MANAGER, OR HIS DESIGNEE TO NEGOTIATE AND EXECUTE AN AGREEMENT WITH THE SHERIFF'S ACTIVITIES LEAGUE FOR ITS USE OF A PORTION OF THE LEASED PREMISES.**

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**WHEREAS**, as authorized by San Mateo County Resolution No. 071718, Gina Wood and Marcus Maita, ET AL, successors-in-interest to Gloria Maita, ET AL ("Landlord"), and County entered into a Lease Agreement dated for reference purposes only as of November 15, 2011, for approximately 2,232 square feet of rentable space (the "Premises") in the building known as 3151 Edison Way, Redwood City, California (Lease No. 1294, hereinafter "Lease") to be used by the Sheriff's Office; and

**WHEREAS**, as authorized by the same Resolution No. 071718, Landlord and County entered into a First Amendment to Lease Agreement dated for reference purposes only as of November 1, 2014 (the "First Amendment") to extend the term of the Lease and increase the monthly Base Rent; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance a Second Amendment to Lease Agreement ("Second Amendment"), whereby the County of San Mateo wishes to extend the term of the

Lease, through October 31, 2022, at a monthly base rent of \$8,464.00, with 3.5% annual rent increases, in accordance with the terms and conditions contained in said Second Amendment.

**WHEREAS**, the entirety of the Premises are not needed for Sheriff's Office purposes or any other County purpose, and the Sheriff's Activities League desires to use a portion of the premises for its community programs in exchange for a payment of a fraction of the monthly Base Rent;

**WHEREAS**, the Board has determined that permitting the Sheriff's Activities League to use the Premises pursuant to the terms described herein is in the best interests of the County and the general public and desires that the County enter into an agreement with the SAL to permit such use.

**NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the foregoing recitals are true and correct; and

**IT IS FURTHER DETERMINED AND ORDERED** that the President of this Board of Supervisors be, and is hereby, authorized and directed to execute said Second Amendment to Lease Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto; and

**IT IS FURTHER DETERMINED AND ORDERED** that the County Manager or his designee is hereby authorized to accept or execute on behalf of the County, any and all notices, options and documents associated with the Lease including, but not limited to, extension or termination of the Lease under the terms set forth therein; and

**IT IS FURTHER DETERMINED AND ORDERED** that the County Manager or

his designee is hereby authorized to negotiate and execute an agreement with the Sheriff's Activities League regarding its use of the Premises in accordance with the terms and intent of this Resolution.

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