

**SECOND AMENDMENT TO LEASE AGREEMENT
No. 1275**

This Second Amendment to Lease Agreement ("Amendment"), dated for reference purposes only as of March 9, 2021 is by and between ANTHONETTE OYSTER, TRUSTEE ("Landlord"), and the COUNTY OF SAN MATEO, a political subdivision of the State of California ("County" or "Tenant").

Recitals

A. WHEREAS, As authorized by San Mateo County Resolution No. 67922, Landlord and Tenant entered into a Lease Agreement, dated for reference purposes as of February 14, 2006, for approximately 11,908 square feet of rentable space (the "Premises") in that certain building commonly known as 802 Brewster Avenue, Redwood City, California (Lease No. 1275), hereinafter "Lease"; and

B. WHEREAS, As authorized by San Mateo County Resolution No. 074408, the Lease was amended by First Amendment dated February 29, 2016 to extend the Term of the Lease, modify the Base Rent, and incorporate Leasehold Improvements; and

C. WHEREAS, The Term of the Lease expires on March 31, 2021; and

D. WHEREAS, Landlord and County again wish to amend the Lease to extend the Term, modify the Base Rent, and incorporate Leasehold Improvements.

E. NOW THEREFORE, the Parties agree to amend the terms of the Lease Agreement as follows:

Agreement

For good and valuable consideration as hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. **Term.** The parties agree to extend the Term of the Lease Agreement for five (5) years beginning on April 1, 2021 and ending on March 31, 2026.
2. **Extension Option.** Following the five-year Term provided herein, County shall have the right to extend the Lease ("Extension Option") for one (1) additional term of five (5) years ("Extended Term"). Such Extended Term shall be on all the terms and conditions stated in this Amendment, the First Amendment and the Lease Agreement. County, at its sole discretion, may exercise the Extension Option by giving written notice to the Landlord no later than (180) days prior to expiration of the term to be extended; provided, however, that County is not in material default under this Lease. Any reference to the Initial Term or Expiration Date of the Lease as Amended notwithstanding, the Expiration Date of the Lease is hereby amended to March 31, 2026.

3. **Base Rent.** (Section 4.1) Notwithstanding any contrary references to the Base Rent of the Lease, effective April 1, 2021, the monthly Base Rent shall be \$ 64,428.71 (\$5.41 per s/f month), and the Annual Base Rent shall be \$773,144.57 (\$64.93 per s/f year).
4. **Adjustments in Base Rent.** (Section 4.2, *Adjustments in Base Rent, is hereby deleted in its entirety and replaced with the following*). Starting on April 1, 2022, and each successive April 1st thereafter for the term of this Agreement, including during any extended term or holdover period as set forth herein (the "Adjustment Date"), the Base Rent as set forth in Section 4.1 (Base Rent) shall be adjusted to equal one hundred three percent (103%) of the Base Rent for the lease year preceding such Adjustment Date.
5. **Leasehold Improvements.** (Section 6) Landlord shall cause to be completed to the satisfaction of Tenant the Leasehold Improvements as specified in Exhibit D (Building Improvements 802 Brewster) attached hereto.

Landlord shall pay for the cost of constructing the Leasehold Improvements (including, without limitation, space planning, preparation of working drawings and architect's fees, if any). The Leasehold Improvements shall be completed no later than July 31, 2021.
6. **Janitorial Services.** (Section 9.2) Exhibit C of the Lease Agreement shall be removed in its entirety and replaced with the Exhibit C attached hereto.
7. **Effective Date; Approval.** This Second Amendment shall become effective (the "Effective Date") when the County Board of Supervisors adopts a resolution authorizing the execution of this Second Amendment, and the Second Amendment is duly executed by the County and the Landlord.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS LEASE AMENDMENT, LANDLORD ACKNOWLEDGES AND AGREES THAT NO OFFICER OR EMPLOYEE OF COUNTY HAS AUTHORITY TO COMMIT COUNTY HERETO UNLESS AND UNTIL THE COUNTY BOARD OF SUPERVISORS HAS ADOPTED A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT TO THE AGREEMENT. THEREFORE, ANY OBLIGATIONS OR LIABILITIES OF COUNTY HEREUNDER ARE CONTINGENT UPON ADOPTION OF SUCH A RESOLUTION, AND THIS AMENDMENT SHALL BE NULL AND VOID UNLESS THE BOARD OF SUPERVISORS ADOPTS A RESOLUTION AUTHORIZING THE EXECUTION OF THIS SECOND AMENDMENT. APPROVAL OF THIS AMENDMENT BY ANY DEPARTMENT, COMMISSION OR AGENCY OF COUNTY SHALL NOT BE DEEMED TO IMPLY THAT SUCH RESOLUTION WILL BE ADOPTED, NOR WILL ANY SUCH APPROVAL CREATE ANY BINDING OBLIGATIONS ON COUNTY.

4. **Counterparts.** This Second Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.
5. **No Further Amendments; Conflicts.** All the terms and conditions of the Lease remain in full force and effect except as expressly amended herein. The Lease as amended by this Second Amendment constitutes the entire agreement between Landlord and County regarding the leased premises and may not be modified except by an instrument in writing duly executed by the parties hereto. In the event of any conflict between the terms of the Lease and the terms of this Second Amendment, the terms of this Second Amendment shall control.

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Landlord and County have executed this Second Amendment to Lease Agreement as of the date first written above.

LANDLORD:
ANTHONETTE OYSTER, TRUSTEE

By: Anthouette Oyster

Its: Trustee

COUNTY:
COUNTY OF SAN MATEO,
a political subdivision of the State of California

By: _____
David Canepa
President, Board of Supervisors

Attest:

Clerk of the Board

Resolution No.: _____

Exhibit C

JANITORIAL SCOPE OF WORK

Janitorial Service	Daily	Weekly	Bi-weekly	Monthly	Other (extra cost)
Lobbies and Entrance Ways					
Vacuum carpets	X				
Remove fingerprints from lobby doors and surrounding glass	X				
Wipe down furniture	X				
Sweep and mop	X				
Empty trash receptacles, Replace liners as necessary	X				
Restrooms					
Clean and sanitize all fixtures	X				
Fill all dispensers (soap, hand towels, toilet paper, seat cover...)	X				
Clean and sanitize showers (if any)	X				
Sweep and mop floors	X				
Clean mirrors	X				
Polish all chrome	X				
Empty trash receptacles, Replace liners as necessary	X				
Kitchens					
Clean and sanitize sink	X				
Clean and sanitize fixtures	X				
Wipe down counters	X				
Sweep and mop floor	X				
Empty trash receptacles, Replace liners as necessary	X				
Offices					
Vacuum Carpets	X				
Mop floors	X				
Dust unobstructed horizontal surfaces		X			
Sweep	X				
Remove all trash, recycling and compost, Replace liners as necessary	X				
Dust window sills				X	
Dust blinds				X	
Elevators					
Clean elevator doors, inside and out	X				
Spot vacuum or spot mop floor	X				
Fully vacuum or fully mop floor		X			
EXTRA SERVICES, Time frames are recommendations.					
Carpet cleaning (upon request): Quarterly or Semi Annually					X
Stripping and waxing of floors: 3-4 times per year					X
Window Washing: Semi Annually					X

Exhibit D



LEASEHOLD IMPROVEMENTS 802 BREWSTER

GATE	ELEVATOR
<input type="checkbox"/> Install gate in the parking structure providing open access from 8:00am - 5:00pm with key pad, full enclosure with gate after hours. Pursuant to finalized permitting processes.	<input type="checkbox"/> Make necessary repairs to the elevator to diminish equipment malfunctions. Should the elevator not be operational, Landlord shall arrange for repair services immediately upon County notice of a non-operational elevator, and have the elevator evaluated within 2-hours of notice.
EXTERIOR	PLUMBING
<input type="checkbox"/> Install and maintain lights in back corner of parking lot for staff safety. <input type="checkbox"/> Install a no-smoking sign at the bench per California law and remove concrete ashtray.	<input type="checkbox"/> Provide rooting of sewer pipes at least twice per year to reduce sewage backups.
AIR CONDITIONER	FLOORING
<input type="checkbox"/> Evaluate within 4 hours and repair to be completed within a reasonable timeframe by a licensed contractor.	<input type="checkbox"/> Replace any broken tiles as needed.
JANITORIAL SERVICES	PEST CONTROL
<input type="checkbox"/> Staff to comply with Covid-19 screening when entering building. <input type="checkbox"/> Two-hour response to bio-hazard or human waste outside the building during business hours. <input type="checkbox"/> Access to daytime janitorial services when needed within a two-hour response window.	<input type="checkbox"/> Periodic evaluation for cockroaches, termites, flies and pests. <input type="checkbox"/> Extermination of cockroaches, termites, flies and pests as needed.