


1/19/99 #10

TO: James L. App, City Manager
FROM: Mike Compton, Director of Administrative Services 
SUBJECT: Department of Social Services Facility Lease Agreement
DATE: January 19, 1999

Need: For the City Council to consider amending its facility lease to the County of San Luis Obispo, Department of Social Services.

- Facts:**
1. The City currently leases the facility at 801 4th Street to the County of San Luis Obispo, Department of Social Services (County).
 2. The original term was to expire September 30, 1998 but the lease contained a provision for two (2) additional years upon written notice to the City.
 3. The City and County did approve a prior short-term amendment to the lease which provided for a term extension to March 31, 1999.
 4. The County is now desirous of extending the lease term to September 30, 1999, which in combination with the current short term extension constitutes the first of two full year extensions that may be authorized under the existing agreement.
 5. The City and the Redevelopment Agency have no immediate plans for the use of said facility.
 6. While the agreement is between the City and County of San Luis Obispo, rental income is being recorded as revenue to the Redevelopment Agency.

Analysis and Conclusion:

Approval of the amendment to the facility lease agreement facilitates the continued productive use of the facility through September 30, 1999.

Fiscal Impact:

If approved, recurring revenues will continue to the Redevelopment Agency at the rate of \$5,247 per month thru September 30, 1999.

Options:

1. That the City Council adopt the attached resolution approving an amendment to the facility lease agreement with the County of San Luis Obispo, Department of Social Services; or
2. Amend, modify or reject any of the options above.

RESOLUTION NO. 99-

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF EL PASO DE ROBLES APPROVING A
LEASE AGREEMENT AMENDMENT WITH THE COUNTY
OF SAN LUIS OBISPO, DEPARTMENT OF
SOCIAL SERVICES

WHEREAS, the County of San Luis Obispo, Department of Social Services currently leases the use of the City owned facility at 801 4th Street; and

WHEREAS, the County of San Luis Obispo, Department of Social Services is desirous of extending the term length by an additional six (6) months to September 30, 1999; and

WHEREAS, the City and the Redevelopment Agency have no immediate need to use said facility.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of El Paso de Robles that the facility lease agreement amendment attached herewith as Exhibit "A" is hereby approved and the Mayor is authorized to execute said amendment.

PASSED AND ADOPTED by the City Council of the City of El Paso de Robles this 19th day of January, 1999 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Duane Picanco, Mayor

ATTEST:

Madelyn Paasch, City Clerk

**SECOND AMENDMENT TO
AGREEMENT
BETWEEN
THE COUNTY OF SAN LUIS OBISPO
AND
CITY OF EL PASO DE ROBLES**

This **SECOND AMENDMENT** is to that Agreement dated September 26, 1995, by and between the County of San Luis Obispo, a public entity in the State of California, hereinafter referred to as "County," and the City of El Paso de Robles, hereinafter referred to as "Lessor."

WHEREAS, the County of San Luis Obispo currently leases, from Lessor, the property located at 801 4th Street in Paso Robles, for use by the Department of Social Services and said Lease Agreement's original term expired on September 30, 1998; and

WHEREAS, section 3.03 Extended Term, of the current Lease Agreement, provides for the option of extending the term of the Lease Agreement for two (2) additional years upon written notice to Lessor of County's intent to do so; and

WHEREAS, on April 21, 1998, a Resolution of the City Council of the City of El Paso de Robles was passed and adopted, approving an extension to the term of the Lease Agreement with the County by an additional six (6) months, to March 31, 1999; and

WHEREAS, on September 1, 1998, the First Amendment to the Lease Agreement, amended the term by an additional six (6) months, to March 31, 1999.

WHEREAS, on December 24, 1998, notification was received from the City of El Paso de Robles, tentatively approving an extension to the term of the Lease Agreement with the County for an additional six (6) month period, to September 30, 1999; and

WHEREAS, in consideration for said extension, County agrees to continue paying rent plus annual increases as specified in the Lease Agreement, through the period of the lease extension; and

WHEREAS, County and Lessor shall have the right, after September 30, 1999, to terminate the Lease Agreement by providing the other party at least ninety (90) days written notice.

NOW, THEREFORE, in consideration of mutual covenants, promises and conditions herein set further, the parties hereto mutually covenant and agree as follows:

1. That the Agreement between the County of San Luis Obispo and the City of El Paso de Robles, dated September 25, 1995, be and hereby is amended by extending the term to expire on September 30, 1999.

2. That County and Lessor shall have the right, after September 30, 1999, to terminate the Lease Agreement by providing the other party at least ninety (90) days written notice.

3. That rent shall be Five Thousand Two Hundred Forty-Seven Dollars and Ninety Cents (\$5,247.90) per month.

All other provisions of said Lease Agreement shall continue in full force and effect.

/////////////////////////////////NOTHING FURTHER PAST THIS POINT////////////////////////////////

IN WITNESS WHEREOF, County and Lessor have executed this Second Amendment

effective on _____, 1999.

APPROVED AS TO FORM AND LEGAL EFFECT:

JAMES B. LINDHOLM, JR.
County Counsel

Lessor: City of El Paso de Robles

By: _____
Deputy County Counsel

By: _____

Michael Compton
Director of Administrative Services

Date: _____

Date: _____

COUNTY OF SAN LUIS OBISPO

By: _____
Chairman of the Board of Supervisors

State of California
County of San Luis Obispo

ss.

Approved by the Board of Supervisors on this
_____, 1999

On _____, before me, _____ personally appeared **Michael Compton**, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and Acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

ATTEST:

Clerk of the Board of Supervisors

WITNESS my hand and official seal.

Signature _____ (Seal)

Date _____

