



STAFF REPORT

SAUSALITO CITY COUNCIL

AGENDA TITLE:

Correction to Second Amendment to Lease Agreement by and between the City of Sausalito and Jean Schulz - MLK

RECOMMENDED MOTION:

By Minute Order Correct the Effective Date and Rent Commencement Date of the Second Amendment to the Lease Agreement by and between the City of Sausalito and Jean Schulz to August 1, 2008

BACKGROUND

On July 1, 2008 the City Council adopted a Resolution approving the Second Amendment to the Lease Agreement by and between the City and Jean Schulz (the "Tenant"). The Tenant's current term expires July 31, 2008. The Second Amendment approved by Council incorrectly stated the Effective Date as July 1, 2008. July 1 was also erroneously included July 1 as the commencement date for the rent increase. The attached revised Second Amendment correctly indicates the Effective Date as August 1, 2008 with a termination date of July 31, 2008 and a commencement date for the new rental rate on July 1, 2008.

FISCAL IMPACT

The correction to the Second Amendment will result in the rent increase from \$643.76 to \$687.30 going into effect one month later. The City will still receive a full year at the increased rate.

STAFF RECOMMENDATIONS

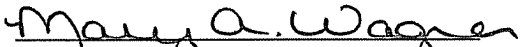
Staff recommends that the City Council: By Minute Order Correct the Effective Date and Rent Commencement Date of the Second Amendment to the Lease Agreement by and between the City of Sausalito and Jean Schulz to August 1, 2008

ATTACHMENTS

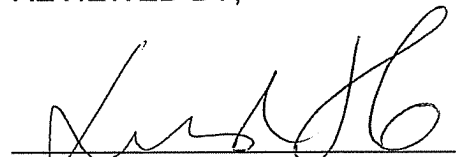
1. Revised Second Amendment to Lease Agreement by and between the City of Sausalito and Jean Schulz.

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Item #: July 15, 2008
Meeting Date: _____
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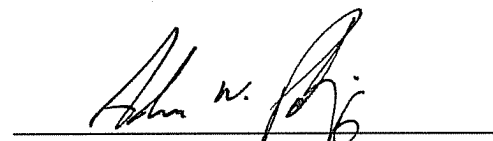
PREPARED BY:


Mary A. Wagner, City Attorney

REVIEWED BY;


Louise Ho, Finance Director

REVIEWED AND SUBMITTED BY;


Adam W. Politzer, City Manager

SECOND AMENDMENT TO LEASE OF PREMISES

THIS SECOND AMENDMENT TO LEASE OF PREMISES ("Second Amendment"), dated effective as August 1, 2008 (the "Effective Date"), is entered into by and between the **CITY OF SAUSALITO**, a municipal corporation (the "Landlord"), and **JEAN SCHULZ**, an individual (the "Tenant").

RECITALS

The following Recitals are a substantive part of this Agreement:

A. Landlord and Tenant entered into a Lease of Premises dated as of March 1, 2004 (the "Lease") which provided for Tenants lease of that certain real property commonly known as Building 7, Suite 729, 610 Colma Street, Sausalito, California.

B. Landlord and Tenant entered to the First Amendment to the Lease dated August 1, 2007 (the "First Amendment") which extended the term of the Lease to July 31, 2008. The Lease and the First Amendment are referred to collectively herein as the "Lease." Capitalized terms used herein and not otherwise defined shall have the same meaning as set forth in the Lease.

C. Landlord and Tenant desire to enter into this Second Amendment to the Lease in order to extend the term of the Lease for an additional one year period upon the terms and conditions set forth herein.

AGREEMENT

In consideration of the mutual covenants and conditions contained in this Amendment, Landlord and Tenant hereby agree as follows:

Section 1. Term. Section 2.1 of the Lease is hereby amended to provide that the "Expiration Date" of the Lease is July 31, 2009.

Section 2. Rent. Commencing August 1, 2008, Tenant agrees to pay Landlord, as "Rent" for the Premises, Six hundred eighty seven dollars and thirty cents (\$687.30) monthly, in advance of the first day of each month during the Term of this Lease.

Section 3. Effect on Lease. Except as expressly set forth herein, the terms and conditions of the Lease shall remain in full force and effect. In the event of any inconsistency between the Lease and this Second Amendment, the terms of this Second Amendment shall control.

Section 4. Entire Agreement; Conflicts. This Second Amendment and the Lease contain the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise specified herein, no prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Second Amendment and the Lease shall not be modified or altered except in writing signed by both parties.

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Section 5. Execution. This Second Amendment may be executed in duplicate original counterparts each of which shall constitute on and the same instrument.

LANDLORD:

CITY OF SAUSALITO, a municipal corporation

Dated: _____, 2008

By: _____
Amy Belser, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

TENANT:

Dated: _____, 2008

By: _____
Jean Schulz

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