

**SANTA CRUZ COUNTY
BOARD OF SUPERVISORS INDEX SHEET**

Creation Date: 7/26/06

Source Code: ELECT

Agenda Date: 8/1/06

INVENUM : 58002

Resolution(s):

Ordinance(s):

Contract(s): 63482-02

Continue Date(s):

Index: --Letter of County Clerk/Elections
--Lease Agreement

Item: 17. APPROVED First Amendment to the Lease Agreement for tenant improvements for the Elections storage and service facility located at 2809 Mission Street, Santa Cruz, and authorized the County Clerk to sign the Amendment, as recommended by the County Clerk



County of Santa Cruz

COUNTY CLERK / ELECTIONS

701 OCEAN STREET, ROOM 210, SANTA CRUZ, CA 95060-4076
831-454-2060 TOLL-FREE: 866-282-5900 FAX: 831 454-2445 TDD: 831-454-2123
E-MAIL: gail.pellerin@co.santa-cruz.ca.us
Web Sites: www.sccoclerk.com & www.votescount.com

GAIL L. PELLERIN, COUNTY CLERK

APPROVED AND FILED
BOARD OF SUPERVISORS

July 19, 2006

AGENDA: August 1, 2006 DATE: August 1, 2006

BOARD OF SUPERVISORS
County of Santa Cruz
701 Ocean Street, 5th Floor
Santa Cruz, CA 95060

COUNTY OF SANTA CRUZ
SUSAN A. MAURIELLO
EX-OFFICIO CLERK OF THE BOARD

BY: Sharon Mitchell DEPUTY

APPROVE AMENDMENT TO LEASE FOR VOTING EQUIPMENT WAREHOUSE FACILITY

Dear Members of the Board:

On May 16, 2006 your Board approved a lease for a storage and service warehouse facility located at 2809 Mission Street in Santa Cruz for the County's new voting equipment, and authorized the County Clerk to sign the lease agreement between University Business Park LLC, as "Lessor" and the County of Santa Cruz as "Lessee."

It is now necessary to amend that agreement to allow for one-time site improvements to be made by the Lessor. The up to \$100,000.00 anticipated costs of these improvements are covered by the federal Help America Vote Act funds and have been included in the 2006-07 Budget.

The proposed lease amendment was drafted by County Counsel and is recommended to your Board by the County Clerk. It is therefore RECOMMENDED that your Board approve the First Amendment to the Lease Agreement for 2809 Mission Street, Santa Cruz, and authorize the County Clerk to sign the Amendment to the Lease Agreement.

Sincerely,

Gail L. Pellerin
County Clerk

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

- cc: County Administrative Office
County Counsel
General Services Agency
Auditor/Controller's Office
Public Works Department, Real Property Division

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COUNTY OF SANTA CRUZ REQUEST FOR APPROVAL OF AGREEMENT

TO: Board of Supervisors
County Administrative Office
Auditor Controller

FROM: County Clerk/ Elections (Department)

BY: Devi L. Pellem (Signature) 7-31-06 (Date)
Signature certifies that appropriations/revenues are available

AGREEMENT TYPE (Check One) Expenditure Agreement Revenue Agreement

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of same.

- Said agreement is between the County Clerk/Elections (Department/Agency) and University Business Park LLC, 2857 Mission St., Santa Cruz Ca. (Name/Address)
- The agreement will provide Election warehouse space of 6,500 sq Ft Located at 2801 Mission St. Santa Cruz, Ca. 95060
- Period of the agreement is from July 1, 2006 to June 30, 2016
- Anticipated Cost is \$ 100,000 Fixed Monthly Rate Annual Rate Not to Exceed
Remarks: One Time expenditure for tenant improvements per first Amendment to lease dated 8-01-00
- Detail: On Continuing Agreements List for FY _____ . Page CC- _____ Contract No: 63482-02 OR 1st Time Agreement
 Section II No Board letter required, will be listed under Item 8
 Section III Board letter required
 Section IV Revenue Agreement
- Appropriations/Revenues are available and are budgeted in 214000 (Index) 8404 (Sub object)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACHED COMPLETED AUD-74 OR AUD-60

Appropriations are available and have been encumbered. Contract No: C063482-02
are not available and will be encumbered. By: Renee Hamise Date: 7/31/06
Auditor-Controller Deputy

Proposal and accounting detail reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize County Clerk / Elections (Dept/Agency Head) to execute on behalf of the County of Santa Cruz

Date: 7/31/06 By: [Signature] (Department/Agency)
County Administrative Office

Distribution:
Board of Supervisors - White
Auditor Controller - Canary
Auditor-Controller - Pink
Department - Gold

State of California
County of Santa Cruz
I, Susan A. Neurell office Clerk of the Board of Supervisors of the County of Santa Cruz State of California, do hereby certify that the foregoing request for approval of agreement was approved by said Board of Supervisors as recommended by the County Administrative Office by an order duly entered in the minutes of said Board on August 1 2006

ADM - 29 (8/01)
Title I, Section 300 Proc Man
By: Shawn Mitchell
Deputy Clerk

AUDITOR-CONTROLLER USE ONLY

CO	\$				
Document No.	JE Amount	Lines	H/TL	Keyed By	Date
TC110	\$				
Auditor Description	Amount	Index	Sub object	User Code	

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FIRST AMENDMENT TO LEASE AGREEMENT
FOR 2809 MISSION STREET, SANTA CRUZ

The parties hereto agree to amend that certain Lease Agreement between the COUNTY OF SANTA CRUZ (Lessee) and UNIVERSITY BUSINESS PARK LLC (Lessor), executed by the Lessor on May 23, 2006 and executed by the Lessee on May 12, 2006, as follows:

1. Delete Paragraph 1.2 entitled "Tenant Improvements" and replace it with the following:

1.2 Tenant Improvements:

A. Lessor, at Lessor's sole expense, agrees to and shall build out the Premises in accordance with plans and specifications, a copy of which, signed by each of the parties hereto, is attached as Exhibits "B". Within seven (7) days of July 1, 2006, Lessee and Lessor shall inspect the Premises to determine if the Premises are in conformance with Lessee's submitted final plans and specifications. Lessor shall have five (5) days in which to complete or correct any defects or deviations from said plans prior to Lessee's occupancy of the Premises. Upon inspection and correction of any defects or deviations, Lessee shall sign off below for the Tenant Improvements which shall represent conformance with plans and specifications. The Commencement Date shall be the 5th day following the Tenant Improvement signoff date mentioned above. It is expressly understood and agreed by the parties that Lessor shall not be required to provide or pay for any construction in addition to that set forth in the plans and attached specifications and that all such changes or alterations shall be paid for solely by Lessee.

Both Parties acknowledge the following date with initials.

TENANT IMPROVEMENT SIGNOFF DATE _____

By: _____ Lessee

By: _____ Lessor

B. In addition to the tenant improvements specified in Subdivision A. above, Lessor shall construct certain tenant improvements at the request of Lessee at a one time cost, including, but not limited to pallet racking and installation; caging; and electrical, lighting, network line and communication line wiring, in

accordance with the layout and specifications described in Exhibit "C", a copy of which, signed by both parties hereto, is attached.

Lessee shall first approve all proposed purchase and construction plans in writing prior to implementation. Lessee will remove any line items that cause the improvements to exceed the budget but may elect to have those removed items completed at Lessee's cost and responsibility in the future. Any costs that run over budget on the signed approved plans are the responsibility of the Lessee.

All installation of these one-time tenant improvements shall be started no later than August 14, 2006, and completed within a reasonable period of time. The improvements shall be signed off in writing by Lessee attesting that they have been completed in conformance with the approved plans and specifications.. Lessor shall be responsible for obtaining any permits required for the improvements.

Lessee agrees to reimburse Lessor for actual expenses, an amount not to exceed \$100,000, processed for payment in full upon receipt of invoice with-in 30 days, after Lessee has signed off the completion of the improvements.

All other provisions of said Agreement shall remain the same.

Dated: July 31, 2006

COUNTY OF SANTA CRUZ

By: Gail L. Pellerin
GAIL L. PELLERIN

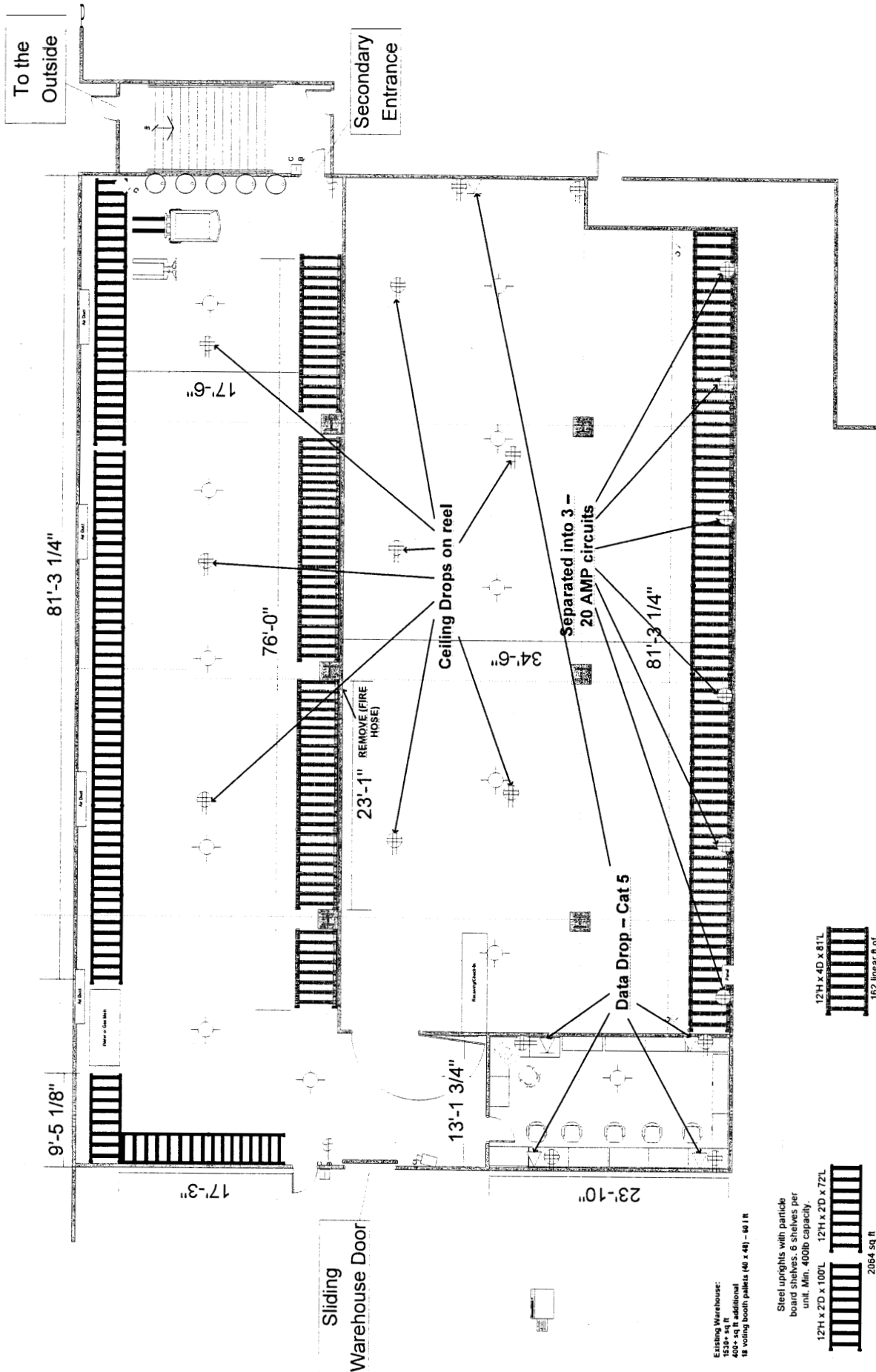
UNIVERSITY BUSINESS PARK LLC

By: William O'W
WILLIAM OW

Approved as to form:

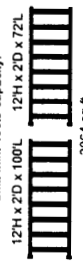
Patricia Garcia
County Counsel

Santa Cruz County Elections Warehouse
 2809 Mission Street, Santa Cruz, CA 95060



Existing Warehouse:
 1510+ sq ft
 400+ sq ft additional
 18 voting booth pallets (40' x 40') - 80 ft

Steel uprights with particle board shelves. 6 shelves per unit. Min. 400lb capacity.



Done 7/31/06
David Hill