



County of Santa Cruz

GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

January 14, 1999

Agenda: January 26, 1999

Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, California 95060

Renewal of Legislative Office Lease

Dear Members of the Board:

Your Board's approval is requested for the attached agreement for the extension of the existing office space lease agreement between the County of Santa Cruz and the California Assembly Rules Committee. This lease provides for Government Center Office space for our local legislator. The new agreement provides for an extension of the current rate of \$917.52 (nine hundred seven-teen and 52/100) per month and extends through December 31, 2000.

It is therefore **RECOMMENDED** your Board:

1. Approve the attached lease agreement for legislative office space in the County Government Center and direct the agreement be forwarded to the appropriate legislative committee for signature approval; and
2. Authorize the General Services Director to execute the agreement on the behalf of your Board.

Very truly yours,

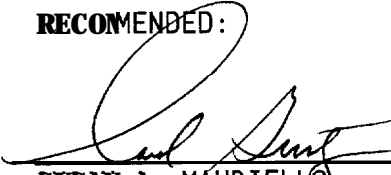
ROY HOLMBERG

General Services Director

page two/Agenda: January 26, 1999
Renewal of Lease

RKH:BD/leg0126

RECOMMENDED:

for 

SUSAN A. MAURIELLO
County Administrative Officer

Attachment: Lease Agreement

**cc: County Administrative Office
County Counsel
Auditor-Controller
California Assembly Rules Committee**

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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TO: Board of Supervisors
County Administrative Officer
County Counsel
Auditor-Controller

FROM: GENERAL SERVICES (Dept.)
Ray D. Duke (Signature) 1-11-99 (Date)

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

- Said agreement is between the County of Santa Cruz (Agency) and Assembly Rules Committee, California Legislature (Name & Address)
- The agreement will provide off ice space and one parking space at the Government Center for Assembly Member Fred Keeley
- The agreement is needed to amend and renew legislative office space agreement
- Period of the agreement is from December 1, 1998 to December 31, 2000
- Anticipated ~~cost~~ ^{REVENUE} is \$ 917.52 (~~Fixed amount; Monthly rate; Not to exceed~~)
- Remarks: Revenue contract
- ~~Appropriations~~ ^{Revenue} are budgeted in 331000 (Index#) 0440 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations ~~are not~~ ^{are} available and ~~will be~~ ^{have been} encumbered. Contract No. R-581 Date 1/12/99
NA
GARY A. KNUTSON, Auditor - Controller
By Linda Chou Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the _____ to execute the same on behalf of the _____ (Agency).
County Administrative Officer

Remarks: _____ (Analyst) By Bob Date 1-13-99

Agreement approved as to form. Date _____

- Distribution:
- Bd. of Supv. - White
 - Auditor-Controller - Blue
 - County Counsel - Green *
 - Co. Admin. Officer - Canary
 - Auditor-Controller - Pink
 - Originating Dept. - Goldenrod

*To Orig. Dept. if rejected.

State of California)
County of Santa Cruz) ss
I _____ ex-officio 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 Officer by an order duly entered
in the minutes of said Board on _____ 19____ By _____ Deputy Clerk

ADDENDUM TO LEASE

This addendum is to the lease that commenced on December 1, 1996 and that was scheduled to terminate effective November 30, 1998, between County of Santa Cruz, Lessor, and the Assembly Rules Committee of the California Legislature, Lessee, for the premises described as Room 318B, Santa Cruz County Government Center, 701 Ocean Street, Santa Cruz, CA: consisting of 723 square feet and one parking space in the Government Center parking lot.

Lessor and Lessee agree that the above-described lease is hereby renewed under all of the terms and conditions set forth in that lease except that the following shall supersede those terms and conditions:

1. Paragraph 2 of the lease is amended so that the term of the lease shall cover the period of December 1, 1998 to December 31, 2000, and the total monthly rent for the premises shall be \$917.52 (Nine hundred seventeen dollars and 52/100).

2. Paragraph 3 of the lease is amended to reflect that the Lessee's address and telephone numbers are:

Lessee:

Assembly Committee on Rules
1020 N Street, Room 300
Sacramento, CA 95814

Telephone: (916) 319-3709
Facsimile: (916) 319-3720

3. At the option of Lessor, the term may be extended for one or two additional two-year periods, subject to agreement between the parties as to fair market rent.

4. In the event Lessor remains in possession of the Premises after the expiration of the term or any extension thereof, this lease shall be automatically extended on a month-to-month basis, subject to thirty (30) days' notice of termination by either party, and otherwise on the terms and conditions herein specified, so far as applicable.

IN WITNESS WHEREOF, this addendum has been executed by the parties hereto on _____, 1998.

LESSOR:

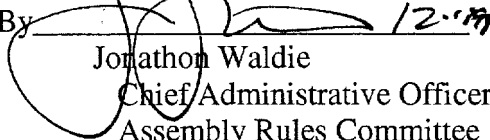
County of Santa Cruz

By _____

Title _____

LESSEE:

Assembly Rules Committee

By  12.1.98
Jonathon Waldie
Chief Administrative Officer
Assembly Rules Committee

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The Honorable Fred Keeley
Member of the Assembly

ASSEMBLY, CALIFORNIA LEGISLATURE

LEASE

THIS LEASE, made and entered into this 1st day of December, 1996, by and between: County of Santa Cruz
701 Ocean Street, Rm. 330
Santa Cruz, CA 95060-4073
Attention: General Services Department

hereinafter called Lessor, and the Assembly Rules Committee, California Legislature, hereinafter called State.

WITNESSETH:

The parties hereto mutually agree as follows:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situate in the City of Santa Cruz, County of Santa Cruz, State of California, and more particularly described as follows:

Room 318 B, Santa Cruz County Government Center, 701 Ocean Street, Santa Cruz, California: consisting of 723 square feet: and one parking space in the Government Center parking lot.

2. TO HAVE AND HOLD said leased premises, together with the appurtenances, rights, privileges, and easements thereunto belonging or appertaining unto State, for a term commencing on the first day of December, 1996, and ending on the 30th day of November, 1998, with such rights of termination as are hereinafter set forth, with rental payable by State in arrears as follows:

Nine Hundred Seventeen and 52/100 dollars (\$917 52) per month, for the time period of December 1, 1996 through November 30th, 1998.

3. State agrees to pay the aforesaid rental to Lessor at the address specified in paragraph 4, or to such other address as the Lessor may

designate by a notice in writing, upon the submission by Lessor of invoices therefore, to the Assembly Rules Committee, c/o Fred Keeley, County Government Center, 701 Ocean Street, Rm. 330, Santa Cruz, CA 95060-4073.

4. All notices herein provided to be given, or which may be given, by either party to the other, shall be deemed to have been fully given when made in writing and deposited in the United States mail certified and postage prepaid, and addressed as follows: To the Lessor at General Services Department, County Government Center, 701 Ocean Street, Rm. 330, Santa Cruz, CA 95060-4073, and to State at the address indicated in paragraph 3. Nothing herein contained shall preclude the giving of any such written notice by personal service.

5. The State may terminate this lease by giving notice to the Lessor at least thirty (30) days prior to the date when such termination shall become effective. At the option of State, this lease shall terminate within thirty (30) days immediately following the death, resignation, or other removal from office of Fred Keeley as a Member of the Assembly.

6. Lessor shall furnish to State, during the lease term, at Lessor's sole cost, the following services and utilities:

A. Janitorial services, including but not limited to, regular cleaning of office areas and restrooms, toilet supplies and waste disposal.

B. All utilities except telephone.

7. During the lease term, Lessor shall maintain the leased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good repair and tenantable condition, except in case of damage arising from the negligence of State's agent, invitees or employees.

8. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises.

9. Lessor agrees that State, keeping and performing the covenants and agreements herein contained on the part of State to be kept and performed, shall at all times during the existence of this lease peaceably and quietly, have hold and enjoy the leased premises, without suit, trouble or hindrance from Lessor, or any person claiming under Lessor.

10. In the event the leased premises or any essential part thereof shall be destroyed by fire or other casualty, this lease, shall, in the case of total destruction of the leased premises, immediately terminate and, in case of partial destruction or damage, shall terminate at the option of State upon giving notice in writing to the Les-

sor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Lessor after such termination. In the event of any such destruction where the State remains in possession of said premises, the rental as herein provided shall be reduced by the same ratio as the floor space State is thus precluded from occupying bears to the total floor space of the leased premises.

11. Rental payable hereunder for any period of time less than that for which periodic rental is paid shall be determined by prorating the rental herein specified for the applicable period.

12. To the extent authorized by any fire and extended coverage insurance issued to Lessor on the herein demised premises. Lessor releases State from liability for loss or damage covered by said insurance and waives subrogation rights of the insurer.

13. This lease is subject to the provisions of the California Fair Employment and Housing Act (Section 12900, et seq., Government Code) and in its performance the Lessor will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, or sex. This action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Lessor will permit access to his or her records of employment, employment advertisements, application forms, and other pertinent data and records by the Fair Employment and Housing Commission, and any other agency of the State of California designated by the Joint Rules Committee, for the purposes of investigation to ascertain compliance with this paragraph.

The State may determine a willful violation of the Fair Employment Practices provisions to have occurred upon receipt of a final judgment having that effect from a court in an action to which the Lessor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that is has investigated and determined that the Lessor has violated the Fair Employment and Housing Act and has issued an order, under Section 12970 of the Government Code, which has become final or obtained an injunction under Section 12973 of the Government Code.

In the event of willful violation of the foregoing provision in the performance of this lease, and if the Lessor, within thirty (30) days after receipt of a written notice thereof from the State, fails to cure the breach, the State shall have the right to terminate this

lease and any necessary additional expense incurred by the State in securing space equivalent to the leased premises, including the additional rental, if any, shall be borne by the Lessor.

14. State shall have the right during the term of this Agreement to prepay rent to Lessor in a lump sum payment for any portion of the lease term. In exchange for this prepayment, Lessor shall discount by five percent (5%) the amount of the rent determined pursuant to Paragraph 2, including any increases in the stated amount of rent that is authorized therein, for that portion of the lease term and Lessor shall accept this prepaid discounted rent as State's rent for that portion of the lease term. If this Agreement is terminated for any reason authorized herein prior to the end of the period for which the State has made a prepayment of rent, the Lessor shall refund to the State that portion of the State's prepaid rent which is attributable to that period which commences on the effective date of the earlier termination and ends on the expiration date of the period covered by the prepaid rent.

IN WITNESS WHEREOF, this lease has been executed by the parties hereto as of the date first above written.

LESSOR:

By *Paul Sawyer*
Title GENERAL SERVICES DIRECTOR

LESSEE:

ASSEMBLY RULES COMMITTEE
CALIFORNIA LEGISLATURE
By *Jim Shook*
Executive Officer
**JIM SHOOK, MANAGER
ADMINISTRATIVE SERVICES
ASSEMBLY RULES COMMITTEE**

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gsd012

DEPARTMENT OF GENERAL SERVICES

OFFICE OF RISK AND INSURANCE MANAGEMENT
1325 J Street, Suite 1800
Sacramento, CA 95814-2944
(916) 445-4612
FAX (916) 327- 5776



**STATE OF CALIFORNIA
PUBLIC LIABILITY AND WORKERS' COMPENSATION INSURANCE**

To Whom It May Concern:

The Assembly Rules Committee, State of California has elected to be insured for its motor vehicle and general liability exposures through a self-insurance program. The State Attorney General administers the general liability program through an annual appropriation from the General Fund. The Office of Risk and Insurance Management administers the motor vehicle liability program.

Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the Attorney General, State of California, Tort Liability Section, 1515 K Street, Suite 511, Sacramento, CA 95814.

The State of California has entered into a Master Agreement with the State Compensation Insurance Fund to administer workers' compensation benefits for all state employees, as required by the Labor Code.

Sincerely,

GARY M. ESTRADA
Associate Risk Analyst

701 OCEAN ST
 3RD FLOOR Room 318
 FRED KEELEY
 OFFICES
 Attachment A

