



County of Santa Cruz 113

GENERAL SERVICES DEPARTMENT

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

(831) 454-2210 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

May 12, 1999

Agenda: May 25, 1999

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

RENEWAL OF LEGISLATIVE 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 United States House of Representatives, Committee on House Administration. This lease provides for Government Center Office space for our local legislator. The new agreement provides for an extension of the current rate of \$595.12 (five hundred ninety five and 12/100) per month and extends through January 3, 2001.

It is therefore RECOMMENDED that 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 behalf of your Board.

Very truly yours,

ROY HOLMBERG
General Services Director

RH/sul/lelease

RECOMMENDED:

SUSAN A. MAURIELLO
County Administrative Officer

Attachment: Lease Agreement

cc: County Administrative Office
County Counsel
Auditor-Controller
United States House of Representatives

The Honorable Sam Farr
Member of the Congress

COUNTY OF SANTA CRUZ LEGISLATIVE OFFICE
LEASE

THIS LEASE, made and entered into this 4th day of January, 1999 by and between:

County of Santa Cruz
701 Ocean Street, Room 330
Santa Cruz, CA 95060-4073
Attention: General Services Department

hereinafter called Lessor, and the United States House of Representatives on behalf of the Honorable Representative Sam Farr, hereinafter called Lessee.

WITNESSETH:

The parties hereto mutually agree as follows:

1. Lessor hereby leases unto Lessee and Lessee 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:

Congressional office space located in Room 318 at the Santa Cruz County Government Center, 701 Ocean Street, Santa Cruz, California: consisting of 463 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 Lessee, for a term commencing on the 4th day of January, 1999, and ending on the 3rd day of January, 2001 with such rights of termination as are hereinafter set forth, with rental payable by Lessee in arrears as follows:

Five Hundred-Ninety-Five and 12/100 dollars (\$595.12) per month, for the period of time of January 4, 1999 through January 3, 2001.

3. Lessee 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, to the Honorable Representative Sam Farr, County Government Center, 701 Ocean Street, Rm. 318, 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 Lessee at the address indicated in paragraph 3. Nothing herein contained shall preclude the giving of any such written notice by personal service.
5. The Lessee 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 Lessee,

this lease shall terminate within thirty (30) days immediately following the death, resignation, or other removal from office of the Honorable Sam Farr as a Member of the United States House of Representatives.

6. Lessor shall furnish to Lessee, during the lease term, at Lessors'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 Lessees' 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 Lessee, keeping and performing the covenants and agreements herein contained on the part of Lessee 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 Lessee upon giving notice in writing to the Lessor 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 Lessee remains in possession of said premises, the rental as herein provided shall be reduced by the same ratio as the floor space Lessee 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 Lessee 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 Lessee of California designated by the Joint Rules Committee, for the purposes of investigation to ascertain compliance with this paragraph.

The Lessee may determine a willful violation of the Fair Employment Practices provisions to have occurred upon receipt of a final judgement 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 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 Lessee, fails to cure the breach, the Lessee shall have the right to terminate this lease and any necessary additional expense incurred by the Lessee in securing space equivalent to the leased premises, including the additional rental, if any, shall be borne by the Lessor.

14. Lessee 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 Lessee'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 Lessee has made a prepayment of rent, the Lessor shall refund to the Lessee that portion of the Lessee'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:

LESSEE:

By: _____ U.S. House of Representatives

Title _____ By _____

APPROVED AS TO INSURANCE:

APPROVED AS TO FORM:

Janet McKinley 5-17-99
Risk Management

By: Janet McKinley
County Counsel

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 ~~XXXXXX~~
Robert Knutson (Signature) 5/11/99 (Date)
(Dept.)

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 the U.S. HOUSE OF REPRESENTATIVES, COMMITTEE ON HOUSE ADMIN., WASHINGTON DC (Name & Address)
- The agreement will provide OFFICE space and one parking space at the Government Center for
Congress Member Sam Farr
- The agreement is needed to update and renew legislative office space lease agreement
- Period of the agreement is from January 4, 1999 to January 3, 2002
- Anticipated revenue is \$595.12 per month (Fixed amount; Monthly rate; Not to exceed)
- Remarks: Revenue Agreement
- Revenues ~~Appropriations~~ are budgeted in 333100 (Index#) 0440 (Subobject)

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

Appropriations ~~are~~ available and ~~have been~~ encumbered. Contract No. R-583 Date 5/14/99
NA By 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 5-17-99

Agreement approved as to form. Date

Distribution:

Bd. of Supv. - White
Auditor-Controller - Blue
County - ~~Blue~~ - ~~Blue~~
Co. Admin. Officer - Canary
Auditor-Controller - Pink
Originating Dept. - Goldenrod

To Orig. Dept. if rejected.

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1-29 (6/95)

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

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County Administrative Officer
By _____ Deputy Clerk