

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
ACTION AGENDA SUMMARY

DEPT: Chief Executive Office

BOARD AGENDA # *B-4

Urgent

Routine

AGENDA DATE February 12, 2013

CEO Concurs with Recommendation YES NO
(Information Attached)

4/5 Vote Required YES NO

SUBJECT:

Approval to Authorize the County Purchasing Agent to Negotiate and Execute a Lease Between Stanislaus County and the Senate Rules Committee, California Legislature, for the use of Tenth Street Place Suite 5800 by State Senator Cathleen Galgiani and to be Jointly Occupied by Assembly Member Adam Gray

STAFF RECOMMENDATIONS:

Approval for the County Purchasing Agent to Negotiate and Execute a Lease Between Stanislaus County and the Senate Rules Committee, California Legislature, for a District Office for State Senator Cathleen Galgiani located at 1010 Tenth Street, Suite 5800.

FISCAL IMPACT:

Since December 31, 2006, Stanislaus County has provided a small office of approximately 800 square feet, of the County-exclusive use area in Tenth Street Place (1010 Tenth Street, Modesto, CA), specifically for United States Congressman Dennis Cardoza's use as a District Office. The Congressman's District Office provided a convenient place adjacent to the County and City offices for the public to meet with the Congressman or his staff.

(Continued on Page 2)

BOARD ACTION AS FOLLOWS:

No. 2013-62

On motion of Supervisor Monteith, Seconded by Supervisor Withrow

and approved by the following vote,

Ayes: Supervisors: O'Brien, Withrow, Monteith, De Martini and Chairman Chiesa

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) Approved as recommended

2) Denied

3) Approved as amended

4) Other:

MOTION:



ATTEST: CHRISTINE FERRARO TALLMAN, Clerk

File No.

FISCAL IMPACT: (Continued)

Congressman Cardoza's term in office expired at the end of 2012. Fifth District State Senator Cathleen Galgiani and 21st District Assembly Member Adam Gray have expressed interest in co-occupying Suite 5800. The Senate Rules Committee has negotiated a shared-use arrangement with Assembly Member Gray's office and has agreed to act in the capacity of the Lessee for both representatives.

The proposed lease terms are as follows:

- Lease commences March 1, 2013 and terminates November 30, 2016
- Lease rate is \$1.63 per square foot for 800 square feet for a total of \$1,300.00 per month. The State's lease includes a 5% discounted pre-payment provision; otherwise the rental rate remains constant over the term of the lease.
- All utilities (electric, water, waste, etc.) and services (janitorial, maintenance) except for telephone and data are included in the rental rate. The Lessee shall provide telephone and data services independently, and shall be responsible for the tenant's telecommunications expenses.
- Four parking spaces at the Tenth Street parking garage.
- Early termination may occur upon 30-days written notice by the either party.

The rental rate and basic terms are identical to those negotiated for Congressman Cardoza's District Office occupancy of the space.

DISCUSSION:

The proposed lease of approximately 800 square feet of space for local representatives to the State Legislature is the continuation of an objective to provide convenient and efficient access by the public to their representatives at the City, County and State government.

With the expiration of United States Congressman Dennis Cardoza's term, State Senator Cathleen Galgiani and Assembly Member Adam Gray have expressed interest in having a joint District Office with Tenth Street Place (1010 Tenth Street, Modesto) in Suite 5800. The Senate Rules Committee has agreed to take the lead as the Lessee between the State and Stanislaus County and has negotiated with the Assembly Member for the joint occupancy.

The terms of the agreement are commensurate with the lease formerly held by Congressman Cardoza:

- Lease rate is \$1.63 per square foot for 800 square feet for a total of \$1,300.00 per month.

Approval to Authorize the County Purchasing Agent to Negotiate and Execute a Lease Between Stanislaus County and the Senate Rules Committee, California Legislature, for the use of Tenth Street Place Suite 5800 by State Senator Cathleen Galgiani and to be Jointly Occupied by Assembly Member Adam Gray
Page 3

- All utilities (electric, water, waste, etc.) and services (janitorial, maintenance) except for telephone and data are included in the rental rate. The Lessee shall provide telephone and data services independently, and shall be responsible for the tenant's telecommunications expenses.
- Four parking spaces at the Tenth Street parking garage.
- Early termination may occur upon 30-days written notice by either party.

The State lease provides for a new term effective March 2, 2013 and ending on November 30, 2016. The State's lease also contains a provision of a five percent (5%) discount for pre-payment of the rent.

The Proposed Lease Agreement is attached.

POLICY ISSUES:

The proposed lease between the Senate Rules Committee and Stanislaus County will facilitate and enhance the County's ongoing state legislative program. It will result in improved communication between Senator Galgiani, Assembly Member Gray, their respective staff, County officials and local residents, thus improving the Efficient Delivery of Public Services.

STAFFING IMPACTS:

The proposed lease continues occupancy of Suite 5800 at Tenth Street Place by local representatives. There are no staffing impacts associated with this action.

CONTACT:

Patricia Hill Thomas, Chief Operations Officer.

Telephone: (209) 525-6333

BOARD OF SUPERVISORS

2013 FEB 27 P 3:59

*Senator Cathleen Galgiani
Lease #12/13-15
1010 10th Street, Suite 5800
Modesto, CA 95354*

**SENATE, CALIFORNIA LEGISLATURE
LEASE**

ALL INFORMATION REQUESTED IN THIS LEASE MUST BE COMPLETED PRIOR TO SIGNATURE OF THE SENATE RULES COMMITTEE:

THIS LEASE, made and entered into this by and between *County of Stanislaus*, hereinafter called *Lessor*, and the *Senate 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 situated in the **City of Modesto, County of Stanislaus, State of California**, and more particularly described as follows:

**1010 10th Street, Suite 5800
Modesto, CA 95354**

2. TO HAVE AND HOLD said leased premises, together with the appurtenance, rights, privileges, and easements thereunto belonging or appertaining unto State, for a term commencing on **approximately the 1st day of March, 2013** and ending on the **30th day of November, 2016**, with such rights of termination as are hereinafter set forth, with rental payable by State in arrears on the last day of the month, unless sufficient funds have not been made available in the annual budget act for the purpose of funding Senate Rules Committee Lease agreements, in an amount as follows:

\$1.63 PER SQUARE FOOT for 800 SQUARE FEET. TOTAL MONTHLY RENTAL. \$1300.00
(One Thousand Three Hundred Dollars and no cents)

The Lessee shall pay any rental payments that are not paid under this paragraph due to budgetary constraints, as soon as funds are made available under the annual budget act.

3. State shall have the right during the term of the Agreement to prepay rent to Lessor in a lump sum payment for any portion of the lease term. In exchange for the 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 at State's rent for that portion of the lease term. If the Agreement is terminated for any reason authorized herein prior to the end of the period for which the State had made prepayment if 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.

4. 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 by 30 days.

5. State agrees to pay the aforesaid rental to Lessor at the address specified in paragraph 6, or to such other address as the Lessor may designate by a notice in writing, upon the submission by lessor of invoices therefore at least 15 days prior to the due date to:

Senator Cathleen Galgiani
Senate Rules Committee - Facilities, Toni Brenner
1020 N Street, Room 255
Sacramento, CA 95814
916/651-1505 fax 916/324-6176

6. 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:

NAME:	General Services Agency - Purchasing Division	CONTACT:	Melinda Pallotta, Stanislaus County Purchasing Agent
ADDRESS:	P.O Box 3404 Modesto, CA 95353-3404	TELEPHONE:	209/525-6319
TAX I.D. #	94-6000540		

and to State at the address indicated in paragraph 5. Nothing herein contained shall preclude the giving of any such written notice by personal service.

7. Either party may terminate this lease by giving notice to the other party at least thirty (30) days prior to the date when such termination shall become effective. At the option of the State, this lease shall terminate within thirty (30) days immediately following the death, resignation or other removal from office of Cathleen Galgiani as a Member of the Senate.

8. 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 and data/internet services/cable.

9. 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 the case of damage arising from negligence of State's agent, invitees or employees. Lessor shall be liable for any damages sustained by State from the failure of the Lessor to maintain the leased premises in good repair and tenantable condition pursuant to this paragraph.

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

11. 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.

12. 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 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 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 space of the leased premises.

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

14. 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, sex or age. 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, sex or age. 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 of 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 action to which the Lessor was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it 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.

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 immediately 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.

15. In the event State remains in possession of the leased premises after the expiration date of this lease, the State's continued possession shall create a tenancy from month to month with rental payable by State in arrears on the last day of each month in the amount specified in paragraph 2. The tenancy created herein shall be subject to all other terms and conditions of this lease.

16. Lessor warrants that the leased premises to be used by the State in the performance of this lease are readily accessible to and usable by individuals with disabilities with respect to services, programs, activities conducted by the State on the leased premises. In the event that Lessor makes alterations to any part of the leased premises used by the State, the alterations shall comply with the accessibility standards of the Americans with Disabilities Act (U.S.C.A. Section 12101 and following).

In the event of 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 immediately 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 by the Lessor.

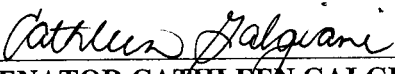
17. Four (4) parking spaces and signage are included.

18 – Exhibit A - Floor plan – Attached

19 – Exhibit B – Property photos and furniture inventory

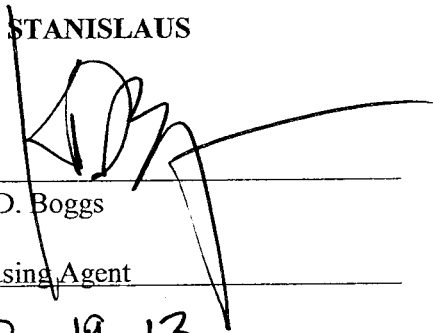
Signatures on following page

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



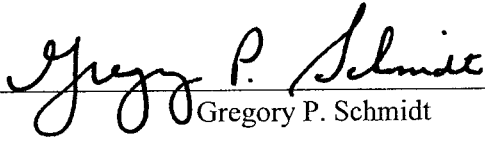
SENATOR CATHLEEN GALGIANI
Member of the Senate

LESSOR:
COUNTY OF STANISLAUS

By: 

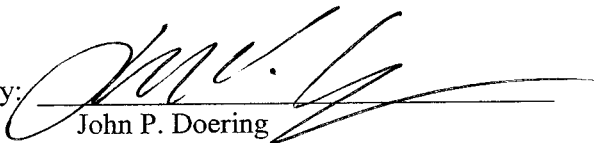
Keith D. Boggs
Title: Purchasing Agent
Date: 2-19-13

LESSEE:
SENATE RULES COMMITTEE
of CALIFORNIA

By: 

Gregory P. Schmidt
Title: Secretary of the Senate
Date: 2/22/13

APPROVED AS TO FORM:

By: 

John P. Doering
Stanislaus County Counsel

INSTRUCTIONS TO BE OBSERVED IN EXECUTING LEASE

1. Fully complete all blanks.
2. Description shall be complete and should include square footage or acreage. State room number and floor, if applicable. When possible, a floor plan with the leased space outlined in red shall be attached.
3. Rental shall be payable in arrears.
4. Should the property be in probate or held in trust, evidence of the authority of the executor, administrator or trustee must be furnished. The executor or administrator may lease property without an order of the court when the tenancy is month to month, or for a term not to exceed one year, and the rental does not exceed one hundred dollars per month.
5. Whenever the lease is executed by an attorney, agent or trustee on behalf of the Lessor, one authenticated copy of his power of attorney, or other evidence of authority to act on behalf of the Lessor, shall be obtained.
6. When the Lessor is a partnership, the names of the partners composing the firm shall be stated in the body of the lease. The lease shall be signed with the partnership name followed by the name of the partner signing the same.
7. Where the Lessor is a corporation, the lease shall be signed with the corporate name, followed by the signature and title of the officer or other person signing the same in its behalf. The corporate seal shall be impressed upon the lease near such a signature.
8. Utilities and services detailed in paragraph 6 must be verified with Lessor.
9. There shall be no deviation from this form without prior approval of the Senate Rules Committee. Specific notation of interlineations, deletions, or other alterations shall be entered in the blank space following the last paragraph.

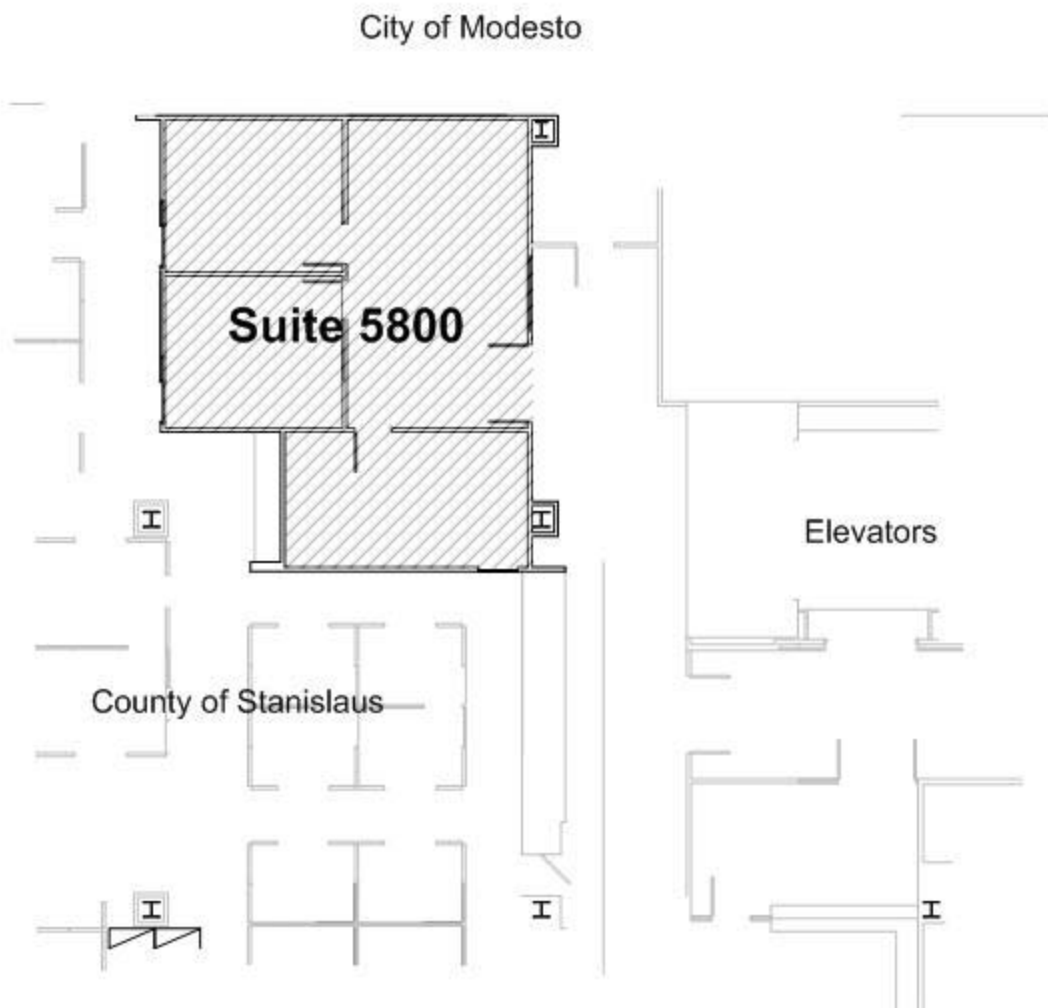


Exhibit B



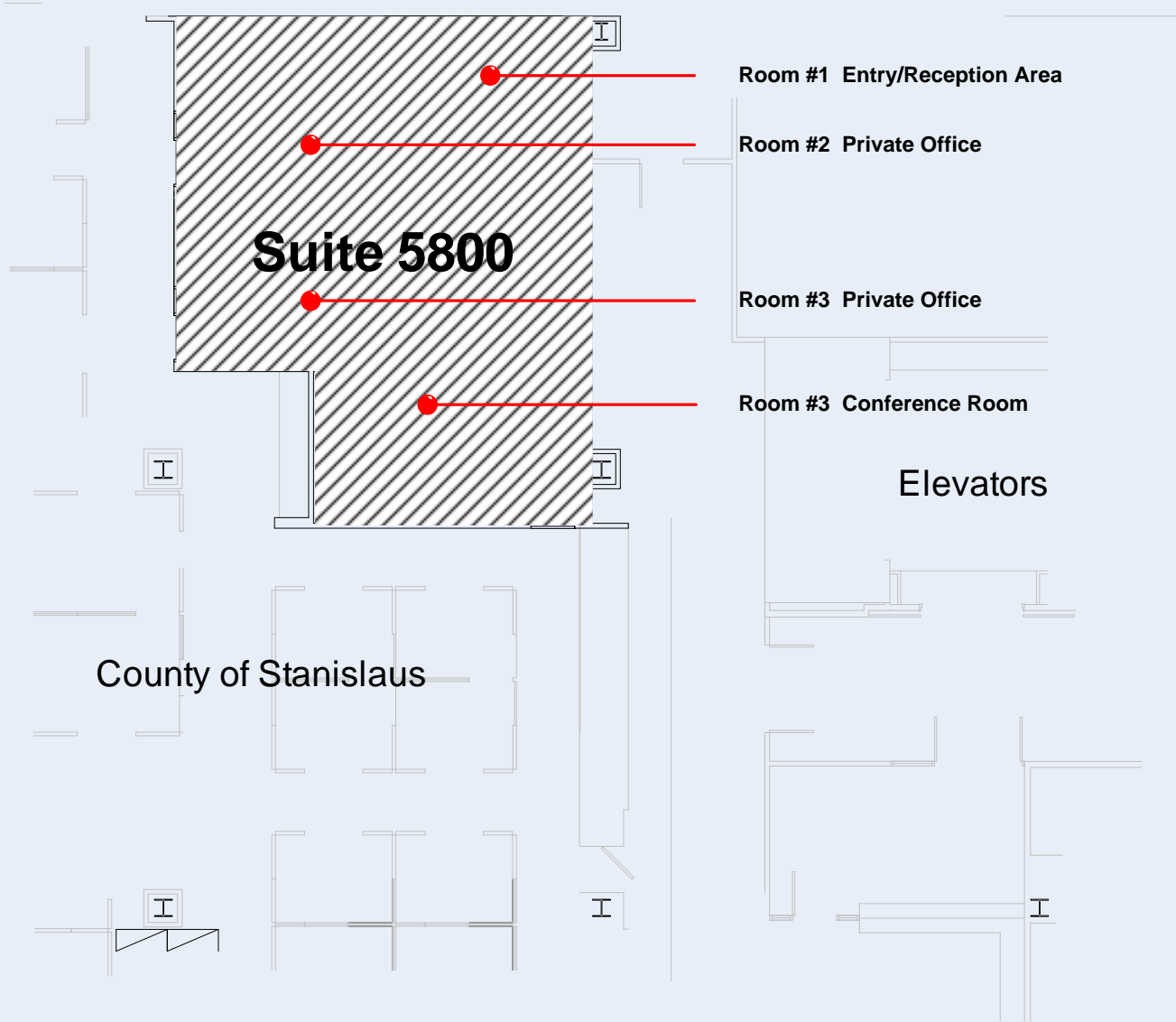
Stanislaus County/Tenth Street Place Joint Powers Agency

1010 10th Street, Suite 5800 – Property Inventory -- January 25, 2013

Floorplan – Suite 5800

Sheet 1 of 5

City of Modesto



800 Square Feet (NUSF)

NORTH



Exhibit B

Stanislaus County/Tenth Street Place Joint Powers Agency

1010 10th Street, Suite 5800 – Property Inventory -- January 25, 2013

Suite 5800 – Property Inventory Photographs

Sheet 2 of 5



Front doors to Suite 5800



Room 1 – Entry/Reception Area

- #1 FFE 13-00001
- #18 FFE 13-00018
- #48 FFE 13-00048



Room 1 – Entry/Reception Area

- #1 FFE 13-00001
- #2 FFE 13-00002
- #3 FFE 13-00003



Room 1 – Entry/Reception Area

- #8 FFE 13-00008
- #4 FFE 13-00004
- #12 FFE 13-00012
- #13 FFE 13-00013
- #14 FFE 13-00014
- #15 FFE 13-00015 (Stacked)



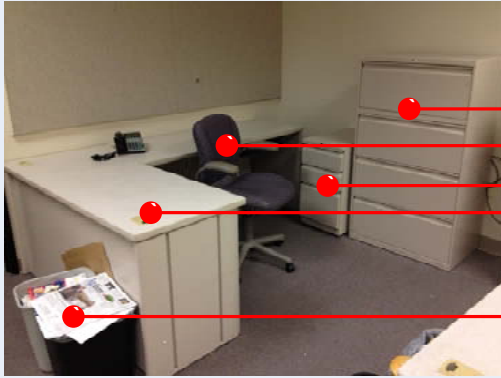
Exhibit B

Stanislaus County/Tenth Street Place Joint Powers Agency

1010 10th Street, Suite 5800 – Property Inventory -- January 25, 2013

Suite 5800 – Property Inventory Photographs

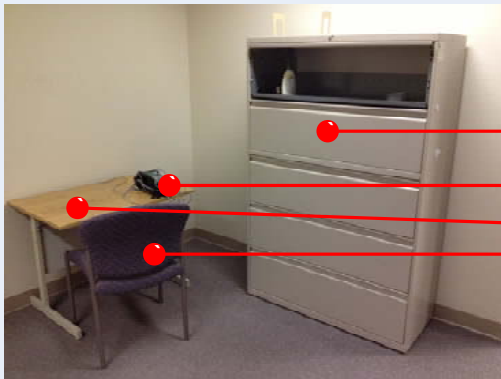
Sheet 3 of 5



Room 1 – Entry/Reception Area

- #9 FFE 13-00009
- #7 FFE 13-00007
- #10 FFE 13-00010
- #11 FFE 13-00011

- #16 #17 FFE 13-00016 & FFE 13-00017



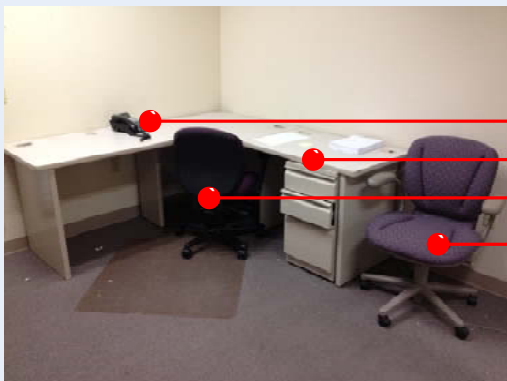
Room 2 – Private Office

- #20 FFE 13-00020
- #32 FFE 13-00032
- #19 FFE 13-00019
- #21 FFE 13-00021



Room 2 – Private Office

- #23 FFE 13-00023
- #22 FFE 13-00022



Room 3 – Private Office

- #31 FFE 13-00031
- #25 FFE 13-00025
- #28 FFE 13-00028
- #29 FFE 13-00029



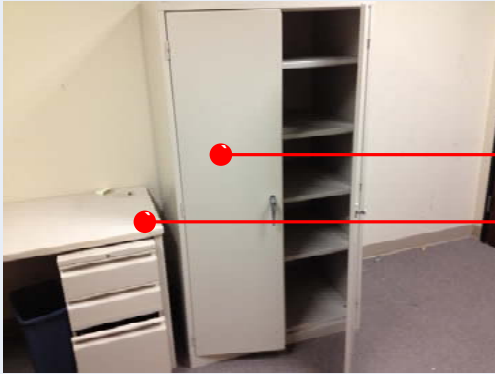
Exhibit B

Stanislaus County/Tenth Street Place Joint Powers Agency

1010 10th Street, Suite 5800 – Property Inventory -- January 25, 2013

Suite 5800 – Property Inventory Photographs

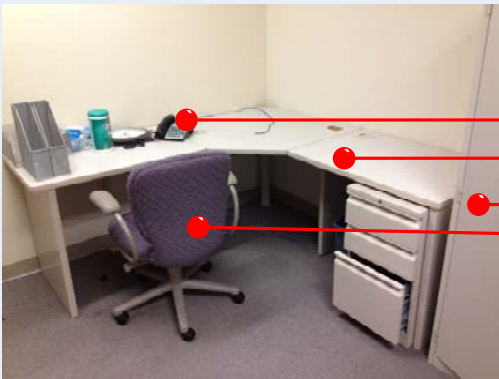
Sheet 4 of 5



Room 3 – Private Office

#26 FFE 13-00026

#24 FFE 13-00024



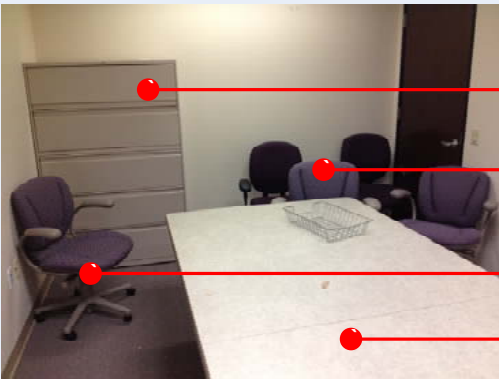
Room 3 – Private Office

#30 FFE 13-00030

#24 FFE 13-00024

#26 FFE 13-00026

#27 FFE 13-00027



Room 4 – Conference Room

#38 FFE 13-00038

#40 FFE 13-00040

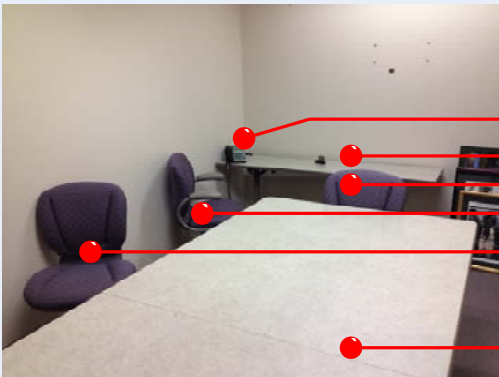
#41 FFE 13-00041

#42 FFE 13-00042

#43 FFE 13-00043

#39 FFE 13-00039

#36 FFE 13-00036



Room 4 – Conference Room

#47 FFE 13-00047

#37 FFE 13-00037

#45 FFE 13-00045

#44 FFE 13-00044

#46 FFE 13-00046

#36 FFE 13-00036

Exhibit B



Stanislaus County/Tenth Street Place Joint Powers Agency

JPA Property Inventory: Suite 5800

January 25, 2013.

Sheet 5 of 5

Property Inventory Tag Nbr.	TSP Suite	Room	Photo or FP Note	Description
FFE 13-00001	5800	1	1	48" 5 Dwr Lateral Locking File Cabinet
FFE 13-00002	5800	1	2	36" 4 Shelf Bookcase
FFE 13-00003	5800	1	3	60"x30" Counter Workstation
FFE 13-00004	5800	1	4	SC-SF3 Workstation 36"d "L"
FFE 13-00005	5800	1	5	Desk Chair-Upholstered-Arms
FFE 13-00006	5800	1	6	Desk Chair-Upholstered-Arms
FFE 13-00007	5800	1	7	Desk Chair-Upholstered-Arms
FFE 13-00008	5800	1	8	30" 4 Dwr Lateral Locking File Cabinet
FFE 13-00009	5800	1	9	30" 4 Dwr Lateral Locking File Cabinet
FFE 13-00010	5800	1	10	18" 3 Dwr Vertical Locking File Cabinet
FFE 13-00011	5800	1	11	SC-SF2 Workstation 30"d "L"
FFE 13-00012	5800	1	12	Trash Recepticle-Rectangular Office Type
FFE 13-00013	5800	1	13	Trash Recepticle-Rectangular Office Type
FFE 13-00014	5800	1	14	Trash Recepticle-Rectangular Office Type
FFE 13-00015	5800	1	15	Trash Recepticle-Rectangular Office Type
FFE 13-00016	5800	1	16	Trash Recepticle-Rectangular Office Type
FFE 13-00017	5800	1	17	Trash Recepticle-Rectangular Office Type
FFE 13-00018	5800	1	18	30" 4 Shelf Bookcase
FFE 13-00019	5800	2	19	36"x30" Table/Typewriter Stand
FFE 13-00020	5800	2	20	30" 5 Dwr Lateral Locking File Cabinet
FFE 13-00021	5800	2	21	Side Chair-Upholstered Non-Swivel
FFE 13-00022	5800	2	22	Desk Chair-Upholstered-Arms
FFE 13-00023	5800	2	23	Trash Recepticle-Rectangular Office Type
FFE 13-00024	5800	3	24	SC-SF3 Workstation 30"d "L"
FFE 13-00025	5800	3	25	SC-SF3 Workstation 30"d "L"
FFE 13-00026	5800	3	26	30" 2 Dwr Locking Storage Cabinet
FFE 13-00027	5800	3	27	Desk Chair-Upholstered-Arms
FFE 13-00028	5800	3	28	Desk Chair-Upholstered-Arms
FFE 13-00029	5800	3	29	Desk Chair-Upholstered-Arms
FFE 13-00030	5800	3	30	NEC DtermSeries E Multiline Telephone
FFE 13-00031	5800	3	31	NEC DtermSeries E Multiline Telephone
FFE 13-00032	5800	2	32	NEC DtermSeries E Multiline Telephone
FFE 13-00033	5800	1	33	NEC DtermSeries E Multiline Telephone
FFE 13-00034	5800	1	34	NEC DtermSeries E Multiline Telephone
FFE 13-00035	5800	3	35	Trash Recepticle-Rectangular Office Type
FFE 13-00036	5800	4	36	14'x48" Rectangular Conference Table-Laminate Surface
FFE 13-00037	5800	4	37	12"x72" Side Table Laminate Surface
FFE 13-00038	5800	4	38	48" 5 Dwr Lateral Locking File Cabinet
FFE 13-00039	5800	4	39	Desk Chair-Upholstered-Arms
FFE 13-00040	5800	4	40	Desk Chair-Upholstered-Arms
FFE 13-00041	5800	4	41	Desk Chair-Upholstered-Arms
FFE 13-00042	5800	4	42	Desk Chair-Upholstered-Arms
FFE 13-00043	5800	4	43	Desk Chair-Upholstered-Arms
FFE 13-00044	5800	4	44	Desk Chair-Upholstered-Arms
FFE 13-00045	5800	4	45	Side Chair-Upholstered Swivel
FFE 13-00046	5800	4	46	Side Chair-Upholstered Swivel
FFE 13-00047	5800	4	47	NEC DtermSeries E Multiline Telephone
FFE 13-00048	5800	1	48	Side Chair-Upholstered Non-Swivel