

*Senator Mark Leno  
Lease #08/09-02  
3501 Civic Center Drive, Suite 425  
San Rafael, CA 94903*

## **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 **5<sup>th</sup> day of January, 2009** by and between, **County of Marin**, 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 San Rafael, County of Marin, State of California**, and more particularly described as follows: (include exact address of premises. including floor, suite number, zip code, etc.)

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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 the **1<sup>st</sup> day of January, 2009**, and ending on the **30<sup>th</sup> day of November, 2012**, 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:

**\$3.07 PER SQUARE FOOT FOR 800 SQUARE FEET. TOTAL MONTHLY RENTAL \$2,462.26**  
(Two Thousand Four Hundred Sixty Two dollars and 26 cents) Annual 3.5% increases as follows:

Beginning 12/1/09 rent shall become	\$2,548.43
Beginning 12/1/10 rent shall become	\$2,637.62
Beginning 12/1/11 rent shall become	\$2,729.93

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 Mark Leno  
Senate Rules Committee - Building Operations, 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:

<b>NAME:</b>	County of Marin	<b>CONTACT</b>	Eric Lueder
<b>ADDRESS:</b>	Marin County Public Works 3501 Civic Center Drive, Room 304 San Rafael, CA 94903	<b>TELEPHONE:</b>	415/499-6580
		<b>FAX:</b>	415/446-7373
		<b>E-MAIL:</b>	elueder@co.marin.ca.us
<b>TAX I.D. #</b>	<b>94-6000519</b>		

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. 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 the State, this lease shall terminate within thirty (30) days immediately following the death, resignation or other removal from office of **Senator Mark Leno** 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.

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. Relocation of Premises – Lessor shall have the right to relocate Lessee to another location within the building comparable to the leased premises in accordance with the following:

- a. Lessor shall give State ninety (90) days notice of Lessor's intention to relocate the leased premises; and
- b. The new premises shall be provided to State, at Lessor's expense in substantially the same size, configuration and finished as the leased premises; and
- c. Lessor shall not have the right to relocate the leased premises more than once during the term of this agreement; and
- d. If the rentable area of new premises is smaller than the rentable area of the leased premises then the rent shall be reduced and recalculated. Lessor shall issue a notice of rent reduction to State upon relocation to smaller premises. If the rentable area of the new premises is larger than the rentable area of the leased

premises, then the rent shall not be recalculated and shall continue at it's current rate in accordance with the lease agreement; and  
e. The parties agree that no further amendment of the lease is required upon relocation of the leased premises unless additional terms and conditions are negotiated.

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

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**SENATOR MARK LENO**  
Member of the Senate

**LESSOR:**  
**COUNTY OF MARIN**

**LESSEE:**  
**SENATE RULES COMMITTEE**  
**of CALIFORNIA**

By: \_\_\_\_\_  
Harold C. Brown, Jr.

By: \_\_\_\_\_  
Gregory P. Schmidt

Title: President of the Board of Supervisors

Title: Secretary of the Senate

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Deputy Clerk

## **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.