

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

LEASE

THIS LEASE, made and entered into this 1st day of JULY, 2018, 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 LOCAL AGENCY FORMATION COMMISSION,
hereinafter called LAFCO.

WITNESSETH:

The parties hereto mutually agree as follows:

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

Room 318 D, Santa Cruz County Government Center, 701 Ocean Street,
Santa Cruz, California: consisting of 425 square feet.

2. TO HAVE AND HOLD said leased premises, together with the appurtenances, rights, privileges, and easements thereunto belonging or appertaining unto LAFCO, for a term commencing on the first day of JULY 2018 and ending on the 30th day of JUNE 2020, with such rights of termination as are hereinafter set forth, with rent payable by LAFCO in advance as follows:

Six hundred and fifty-eight dollars and seventy-five cents per month for the time period of July 1, 2018 through June 30, 2020. \$1.55 per square feet for 425 square feet. Monthly office space rental – \$658.75.

3. LAFCO agrees to pay the aforesaid rent to Lessor at the address specified in paragraph 5, or to such other address as the Lessor may designate by a notice in writing, to the Local Agency Formation Commission, c/o Pat McCormick, County Government Center, 701 Ocean Street, Rm. 318D, Santa Cruz, CA 95060-4073.
4. Option to extend. Lessor grants the LAFCO one (1) option to extend the term for the Premises for a period of two (2) years subject to agreement between the parties as to fair market rent.

5. 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 LAFCO, at the address indicated in paragraph 3. Nothing herein contained shall preclude the giving of any such written notice by personal service.
6. The LAFCO may terminate this lease by giving notice to the Lessor at least SIXTY (60) days prior to the date when such termination shall become effective.
7. Lessor shall furnish to LAFCO, 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.
8. 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 conditions, except in case of damage arising from the negligence of LAFCO's agent, invitees, or employees.
9. Lessor reserves the right to enter and inspect the leased premises, at reasonable times, and to make any necessary repairs to the premises.
10. Lessor agrees that LAFCO, keeping and performing the covenants and agreements herein contained on the part of LAFCO 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.
11. 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 LAFCO upon giving 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 LAFCO remains in possession of said premises, the rent as herein provided shall be reduced by the same ratio as the floor space LAFCO is thus precluded from occupying bears to the total floor space of the leased premises.
12. Rent payable hereunder for any period of time less than that for which periodic rental is paid shall be determined by prorating the rent herein specified for the applicable period.

13. To the extent authorized by fire and extended coverage insurance issued to Lessor on the herein demised premises. Lessor releases LAFCO 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, or national origin, ancestry, physical handicap, medical condition, marital status, or sex, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. The Lessor will take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religious creed, color, or national origin, ancestry, physical handicap, medical condition, marital status, or sex, age (over 18), veteran status, gender, pregnancy or any other non-merit factor unrelated to job duties. 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.

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

LESSOR:

LESSEE:

By _____

LOCAL AGENCY FORMATION
COMISSION

Title _____

By _____

Approved As To Form:

Approved As To Insurance:

County Counsel

Risk Management

Distribution: General Services
LAFCO
Auditor Controller