

RESOLUTION NO. 12-092

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES
APPROVING A PROPERTY LEASE AGREEMENT WITH THE
CALIFORNIA AIR RESOURCES BOARD

WHEREAS, the California Air Resources Board (ARB) maintains an aerometric monitoring station to record meteorological conditions and ozone concentration in Paso Robles; and

WHEREAS, the monitoring station consists of an approximately ten-foot by fifteen-foot trailer containing measurement equipment; and

WHEREAS, the monitoring station is currently parked at the rear of 235 Santa Fe Avenue (fire station #2 location); and

WHEREAS, the space occupied by the monitoring trailer does not hamper City operations; and

WHEREAS, ARB desires to formally acknowledge the longstanding relationship through a property lease agreement;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF EL PASO DE ROBLES DOES
HEREBY RESOLVE AS FOLLOWS:

The City Council hereby approves the California ARB Lease attached hereto as Attachment A, and authorizes the City Manager to execute the agreement.

PASSED AND ADOPTED this 19th day of June, 2012, by the following vote:

AYES: Strong, Hamon, Gilman, Steinbeck, Picanco

NOES:

ABSENT:

ABSTAIN:

Duane Picanco, Mayor

ATTEST:

Caryn Jackson, Deputy City Clerk

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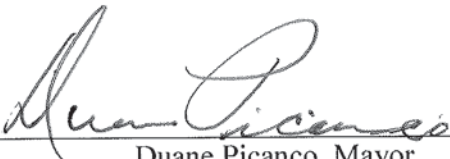
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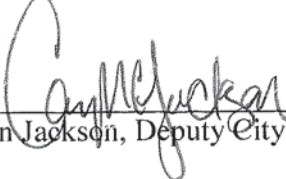
ABSENT:

ABSTAIN:



Duane Picanco, Mayor

ATTEST:



Caryn Jackson, Deputy City Clerk

DELEGATED SHORT FORM LEASE

<u>LEASE COVERING PREMISES LOCATED AT</u> 235 Santa Fe Avenue, Paso Robles, California
<u>LESSOR'S FED. TAX. I.D., NO. OR SOCIAL SECURITY NO.</u> 95-6000760
<u>TENANT AGENCY</u> Air Resources Board

File No.:
Project No.: 132930

THIS LEASE, made and entered into this 1 day of July, 2012 by and between City of Paso Robles, hereinafter called Lessor, and the State of California, by and through its duly appointed, qualified and acting Director of the Department of Air Resources Board, hereinafter called State.

The parties hereto mutually agree as follows:

WITNESSETH:

1. Lessor hereby leases unto State and State hereby hires from Lessor those certain premises situated in the City of Paso Robles, County of San Luis Obispo, State of California, and more particularly described as follows:

"Approximately 500 square feet located at 235 Santa Fe Street, Paso Robles, California as shown on Exhibit A, for State to park and maintain a box trailer housing air monitoring equipment for the collection of ambient air data."

2. The term of this lease shall commence July 1, 2012, and shall end on June 30, 2015, with such rights of termination as may be hereinafter expressly set forth.

3. State may terminate this lease any time effective on or after January 1, 2013 by giving notice to Lessor at least thirty (30) days prior to the date when such termination shall become effective.

4. Rental shall be paid by the State in arrears on the last day of each month during said term as follows:

ONE HUNDRED AND NO/100 DOLLARS (\$100.00)
From July 1, 2012 through June 30, 2015.

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	City of Paso Robles 1000 Spring Street Paso Robles, CA 93446 ATTN: Ken Johnson, Chief	Phone: (805) 227-7562
and to State at	Air Resources Board 1001 I Street Sacramento, CA 95814 ATTN: Gail A. Woodson, AGPA	Phone: (916) 327-0005 Fax: (916) 327-2940

Nothing herein contained shall preclude the giving of any such written notice by personal service.

6. Lessor agrees that, prior to , the leased premises will be made ready for State's occupancy in full compliance with Exhibit "A", consisting of one (1) sheet titled, "Project No. 132930" dated July 1, 2012, and in accordance with Exhibit "B", consisting of three (3) pages, titled "Project No. 132930" dated June 30, 2015, which Exhibits "A" and "B" are by this reference incorporated herein.

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

A. Utilities shall be billed to ARB and paid directly to the Lessor.

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 tenable condition, except in case of damage arising from the negligence of State's agents, 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 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.

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. In case of partial destruction or damage State may elect to terminate by giving written notice setting forth the date of termination 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, whether for the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space State is precluded from occupying to the total floor space of the leased premises.

12. Rental payable hereunder for any period of time less than that for which periodic rental is payable shall be determined by prorating the rental due for the applicable period of occupancy.

13. 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.

14. During the performance of this lease, the Lessor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Lessor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

Lessor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.5), and the regulations or standards adopted by the awarding State agency to implement such article.

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

16 Lessor hereby warrants and guarantees that the space leased to the State will be operated and maintained free of hazard from Asbestos Containing Constructions Materials.

17. Lessor hereby represents and certifies that it has fully complied and covenants to remain in compliance during the term of this lease, with Disabled Veteran Business Enterprise (DVBE) participation goals or has made good faith efforts, as the case may be, as required by Public Contract Code Section 10115 et seq., and further agrees that the State

or its designees will have the right to review, obtain, and copy all records pertaining to the contract. Lessor agrees to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. Lessor further agrees to maintain such records for a period of three (3) years after final payment under the contract.

Upon completion of this lease, Lessor agrees to submit a final report identifying all DVBEs used in providing services or supplies to this lease. Efforts to include DVBEs in this contract do not end with the award of a lease, but continue for as long as the Lessor is purchasing materials and supplies and needs subcontractors in meeting its obligations to State pursuant to this lease.

18. Except in emergency situations, the Lessor shall give not less than 24 hours prior notice to State tenants when any pest control, remodeling, renovation, or repair work affecting the State occupied space may result in employee health concerns in the work environment.

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

LESSEE
STATE OF CALIFORNIA
AIR RESOURCES BOARD

LESSOR
CITY OF PASO ROBLES

By _____
Socorro Watkins
Manager, Business Management Branch

By _____
James L. App
City Manager

Date: _____

Date: _____



Sherwood Rd

Creston Rd

Santa Fe Av

10

Hummm!

EXHIBIT A - 235 Santa Fe Street, Paso Robles, California

EXHIBIT "B" DELEGATED SHORT FORM SPECIFICATIONS

PROJECT: PASO ROBLES

PROJECT NO. 132930

AGENCY: Air Resources Board

DATE: July 1, 2012

LOCATION: 235 Santa Fe Avenue, Paso Robles, CA 93446

DIVISION 1 -- GENERAL REQUIREMENTS

01.01 GENERAL INFORMATION

- A See Division 2, SPECIAL PROVISIONS, if attached, that may delete or amend other portions of this specification. The special provisions may indicate material locations, specialty details, finish and material selections, unique characteristics of this project, etc.
- B The quarters shall consist of an office building, or portion thereof, if so indicated, and appurtenant facilities complete and ready for occupancy and in accordance with design plans designated Exhibit "A", and with these Exhibit "B" Short Form Specifications.
- C The State's intent is to achieve adequate standards of quality and yet avoid unnecessary alterations so that in all cases where an existing feature meets requirements specified herein, Lessor's obligation is only to maintain that feature as it exists.
- D In case of conflict between Exhibit "A" and these Exhibit "B" specifications, the Exhibit "A" shall supercede.
- E Wherever reference is made to "State," "Agency," "Department," or other State of California administrative department, it shall be construed to mean "Department of Air Resources Board." Any deviation from the Exhibits "A" and "B" of the lease shall require approval from the Department of General Services.

01.02 CONSTRUCTION AND CODE REQUIREMENTS

- A These Exhibit "B" Short Form Specifications and design criteria describe minimum standards of quality and construction for premises leased for State use. Construction methods or materials other than those mentioned herein may be acceptable if in the opinion of the State they provide equal appearance and utility.
- B Premises shall include installation and annual servicing of fire hoses and extinguishers in cabinets located as required by code, as applied by responsible officials.
- C Construction shall be in accordance with the California Building Standards Code, 2001 (CBSC), current local zoning laws, local building codes and ordinances, and each authority having jurisdiction. Lessor shall prepare and submit State approved construction documents to the local city or county building authority and obtain a building permit.
- D All State leased spaces, both new and lease renewals, shall comply with all current building statutes, codes, ordinances, regulations, and policies of the State Architect.

The requirements of CCR Title 24, California Building Code relative to Access Law Compliance, and Americans with Disabilities Act (ADA) Title II, and Uniform Federal Accessibility Standards (UFAS), must be included in the planning of these quarters. All construction work shall be planned to comply with the above mentioned standards. When code requirements conflict with one another, the most stringent code requirement will take precedence.

Should the State elect not to require accessibility compliance fully or extend the time frame for compliance as defined in the lease exhibits, it does not relieve the lessor of the responsibility to comply with the above requirements. The State will not supersede the requirements imposed by any enforcing agencies. This note applies to the site improvements including but not limited to path of travel from/to public transportation and public rights-of-way, parking, passenger drop-off and loading zones, walks and sidewalks, curb ramps, ramps, stairs, entrances and exits, lobbies, elevators, access lifts, doors and gates, access to and through all rooms and spaces, restrooms, signs and identification, counters, waiting and seating areas, assistive listening systems, telephones, drinking fountains, alarms, and horizontal/vertical access, etc.

- E The State will consider only those facilities that can demonstrate the ability to meet a seismic performance level as set forth in FEMA 178 or an equivalent to at least 75% of the current Uniform Building Code. Certification of the said requirements must be provided by an independent, licensed, structural engineer at the lessor's expense.
- F Premises shall conform to regulations and orders of the State Department of Industrial Relations and the Occupational Safety and Health Act (OSHA), Title 19 CCR and Title 24, as appropriate and shall meet the requirements of the State Fire Marshal's regulations. Lessor shall also be responsible for all costs relative to said compliance including any preliminary plan review as deemed necessary by the State.
- G Lessor shall certify premises to be free of hazard from asbestos or lead containing materials. If a hazard is discovered in either case, lessor must follow abatement/mitigation procedures to be defined by the State.
- H Lessor hereby guarantees that premises shall be ready for occupancy, are tenantable, and that mechanical, electrical, plumbing, and other facilities and features (including architectural finishes, paint, hardware, doors, floor covering, etc.) are of quality capable of giving satisfactory service for the term of this lease.
- I Where the State occupies any portion, or all of a multi-story building, the Lessor shall provide an emergency evacuation plan for the tenants. The plan shall be coordinated with the tenant agency Emergency Coordinator. In addition to any code required exit signage, lessor shall provide sufficient "key" floor plans to clearly delineate emergency exit routes, corridor located fire extinguishers and fire alarm stations. Key plans shall be located in central traffic areas, wall mounted and framed under glass,
- J The selected contractor shall have a current and valid contractor's license issued by the State of California.
- K The Lessor shall coordinate with the Department of Industrial Relations, as covered in Labor Code 1720.2 et seq., to investigate whether the project falls under the requirements of prevailing wage as related to construction labor.
- L Lessor's contractor shall provide all submittals, details per Exhibits and as requested by the State for approval. Shop drawings of all millwork, cabinetry and special items shall be submitted to the State for approval prior to fabrication.

- M Energy Conservation – One of the Lessor's prime considerations in the development of quarters for the State's use shall be the conservation of energy resources needed to heat, cool, ventilate and illuminate such space along with usefulness, environmental quality, and aesthetic effect.
- N Lessor shall:
- patch, replace and finish in kind all adjacent surfaces or features displaced, damaged, or exposed in performance of alteration work, such as, but not limited to, acoustical tile, base, floor covering, paint, etc. Upon completion of the work, there shall be no discrepancy between the new and the existing work. Where existing surfaces are painted under this paragraph, paint shall extend to the nearest natural break.
 - paint or finish all new work, except factory finished items, minimum two coats to match existing adjacent surfaces.
 - alter, relocate, or replace existing blinds or drapes and hardware as required to suit new, relocated, or demolished partitioning.
 - perform demolition and alteration work to mechanical, electrical, and communication systems as shown and/or otherwise required for new facility layout. Furnish and install new components as required for complete and fully operational systems.
- O At project completion, lessor shall provide Certificate of Occupancy and other pertinent documents to the State.