



Alameda County  
**Social Services  
Agency**

**Yolanda Baldovinos**  
Interim Agency Director

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October 27, 2008

Honorable Board of Supervisors  
County of Alameda County  
1221 Oak Street, Suite 536  
Oakland, California 94612-4305

Dear Board Members:

**SUBJECT: ONE-YEAR OFFICE SUBLEASE WITH RUBICON PROGRAMS  
INCORPORATED, A COMMUNITY-BASED ORGANIZATION, AT 24100  
AMADOR STREET, HAYWARD, CALIFORNIA, TO PROVIDE ONE-STOP  
CAREER CENTER SERVICES FOR THE SOCIAL SERVICES AGENCY**

**RECOMMENDATION:**

Approve a one-year sublease between community-based organization (CBO) Rubicon Programs Incorporated (Rubicon), as subtenant (Principal Jane Fischberg, Executive Director; 1918 Bonita Lane, Berkeley, California 94704), Tax ID 94-2301550, and the County of Alameda, as sublessor, in the amount of \$37,245 per year for the period of 7/1/2008 through 6/30/2009, with two one-year renewal options, for approximately 1,142 useable square feet of office space at the Eden Multi-Service Center, 24100 Amador Street, Hayward, California. There will be no cost to the County associated with this sublease. Master Contract Number 900543 has been assigned to the original lease.

**DISCUSSION/SUMMARY:**

Rubicon has been contracted to deliver one-stop career center services, including universal services, training and employer services, for the Social Services Agency (SSA). Rubicon, through the term of this sublease, will be located on the 3<sup>rd</sup> floor of this County-leased building. The subleased space will be provided on a turn-key basis, including furniture, voice and data cabling and telephones. Rubicon will provide and support their own staff PC's and printers. Sublease rental rates represent a pass-through of Master Lease rates.

The following is a summary of the terms and conditions of the sublease:

1. **Term:** Starts on July 1, 2008, and expires June 30, 2009, and has two one-year renewal options.
2. **Monthly Rental Rate:** \$3,106.24 per month. On July 1 of each option year the monthly rental rate will increase 5% above the previous term. The rental rate includes janitorial, electric, gas and water services.

3. Subleased space will be furnished with surplus furniture, existing voice/data cabling and telephones, ready for move-in. Subtenant will provide and support their own staff PC's and printers.
4. The Subtenant will pay sublease rent directly to SSA. SSA continues to be responsible for the monthly rent of the subleased space.

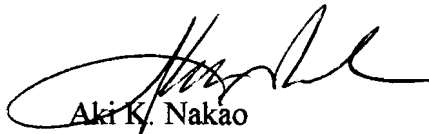
FINANCING:

The approval of this sublease agreement shall have no impact on the current appropriation budget. There will be no increase to net County cost.

Respectfully submitted,



Yolanda Baldovinos  
Interim Director, Social Services Agency



Aki K. Nakao  
Director, General Services Agency

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cc: Susan S. Muranishi, County Administrator  
Patrick J. O'Connell, Auditor-Controller  
Richard E. Winnie, County Counsel

ORIGINAL

## SHORT FORM SUBLEASE

THIS SUBLEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2008 by and between, County of Alameda, hereinafter called Sublessor and Rubicon Programs Incorporated, by and through its (principal, Jane Fischberg, Executive Director; location Richmond, CA.) hereinafter called Sublessee.

Sublessor and Sublessee hereto mutually agree as follows:

### WITNESSETH

1. Sublessor hereby subleases unto Rubicon Programs Incorporated and Rubicon Programs Incorporated hereby hires from Sublessor those certain premises situated in the City of Hayward, County of Alameda, State of California, and more particularly described as follows:

Approximately \_\_1142\_\_ square feet of office space on the 3<sup>rd</sup> floor of the building located at 24100 Amador Street, consisting of \_\_13\_\_ cubicles @ sixty square feet each (cubicle numbers 3001 thru 310, 3012, 3021 & 3022) and Office #318 comprising \_\_134\_\_ square feet as detailed in Exhibit A.

2. The term of this sublease shall commence on JULY 1, 2008, and shall end on JUNE 30, 2009, with such rights of termination as may be hereinafter set forth.
3. Either party may terminate this sublease any time after giving written notice to the other party at least thirty (30) days prior to the date when such termination shall become effective.
4. Rental shall be paid by the Sublessee on the first day of each month during said term as follows:

\_\_\_\_\_ \$3,106.24 \_\_\_\_\_

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:

Sublessor at: County of Alameda County  
Real Property Manager  
General Services Agency  
1401 Lakeside Dr. 10<sup>th</sup> floor  
Oakland, CA. 94612

Sublessee at: Jane Fischberg  
Executive Director  
Rubicon Programs, Inc.  
1918 Bonita Ave.  
Berkeley, CA. 94704

6. Sublessor shall furnish to Sublessee, during the sublease term, at Sublessor's 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 that telephone usage shall be invoiced to and paid by Sublessee.
7. Subleased space shall be furnished, have voice/data cabling and telephones. Sublessee will provide for and support their staff PC's and printers. Monthly telephone usage will be invoiced to Sublessee.
8. The subleased cubicles are contained in a shared area and Sublessor is not and shall not be held responsible for missing items or thefts that may occur.
9. The subleased cubicles are contained in a shared area that is not open to the public, and behind locked doors with limited access, Sublessee, including its employees and agents, shall use diligence to maintain security to the area and not allow visitors in the area unaccompanied. Sublessee, including its employees, agents and guests, will follow all building rules and security procedures.
10. During the sublease term, Sublessor shall maintain the subleased premises together with appurtenances, rights, privileges, and easements belonging or appertaining thereto, in good order and repair and tenantable condition. Subleased space shall be furnished, have voice/data cabling and telephones provided by Sublessor. Sublessee shall reimburse Sublessor for any damage to furniture or telephones caused by Sublessee, Sublessee's agents, clients, or invitees. Sublessor shall not be

responsible for loss of any personal property by Sublessee or Sublessee's clients, agents, or invitees.

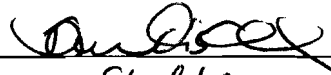
11. Sublessor agrees that Sublessee, keeping and performing the covenants and agreements herein contained on the part of Sublessee to be kept and performed, shall at all times during the existence of this sublease peaceably and quietly, have hold and enjoy the subleased premises, without suit, trouble or hindrance from Sublessor, or any person claiming under Sublessor.
12. Each party of this Sublease shall defend, indemnify and hold harmless the other party (including its officers, employees and agents) from and against any and all liability, loss, expense, or claims for bodily injury or death of any person or damage to property arising out of the performance of this Sublease but only in proportion to the extent such liabilities are caused by or result from the negligent acts, omissions, or willful misconduct of the indemnifying party, its officers, agents, or employees.
13. In the event the subleased premises or any essential part thereof shall be destroyed by fire or other casualty, this Sublease, shall, in the case of total destruction of the Subleased premises, immediately terminate. In the case of partial destruction or damage Sublessee may elect to terminate by giving written notice setting forth the date of termination to the Sublessor within fifteen (15) days after such fire or casualty, and no rent shall accrue or be payable to the Sublessor after such termination. In the event of such destruction where Sublessee remains in possession of said premises, whether the remainder of the term or temporarily pending termination, the rental as herein provided shall be reduced by the ratio of the floor space Sublessee is precluded from occupying to the total floor space of the subleased premises.
14. 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.
15. In the event Sublessee remains in possession of the premises after the expiration of the Sublease term, or any extension thereof, this Sublease 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. Sublessee shall have two (2) one year options to extend the term of this Sublease. Sublessee shall notify Sublessor in writing ninety (90) days prior to the expiration of the initial term or any extension thereafter of Sublessee's desire to extend the term of this Sublease. Sublessee's rent during such option term shall increase five (5%) over the initial term or any prior option term.

This Sublease, upon execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall be admissible to contradict the provisions of this Sublease.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written and County has hereunto caused its corporate name to be signed by its President of the Board of Supervisors who hereunto duly authorize the day and year first above written.

SUBLESSEE:

COUNTY OF ALAMEDA

By:   
Jane Fischberg  
Its: Executive Director


By: \_\_\_\_\_

President Board of Supervisors  
County of Alameda

Date: 10.06.08

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

Approved as to Form:  
COUNTY COUNSEL

By: 

I hereby certify under penalty of perjury that the President of the Board of Supervisors was authorized to execute this document on behalf of the County of Alameda by a majority vote of the Board on (date) \_\_\_\_\_ and that a copy has been delivered to the President as provided by Government Code Section 25103.

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

By: \_\_\_\_\_

Clerk of the Board  
County of Alameda, State of California