



# County of Santa Cruz 193

---

## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073.

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

January 27, 1999

Agenda: February 9, 1999

Board of Supervisors  
County of Santa Cruz  
701 Ocean Street  
Santa Cruz, California 95060

### LEASE OF PARKING SPACE AT THE HOLIDAY INN OF SANTA CRUZ

Dear Members of the Board:

As a part of various actions being taken to address parking needs at the County Government Center, the Holiday Inn of Santa Cruz has been contacted regarding the use of space at their facility for parking by the County.

Holiday Inn of Santa Cruz management is agreeable to such a use during week days and indicates a willingness to accommodate 75 vehicles. They recently installed fencing and a parking control gate and a system has been developed where access control cards can be issued to individuals authorized to park in their facility. The Holiday Inn of Santa Cruz has offered parking at the rate of \$35.00 per month per space. Total monthly costs for the parking would be \$2,625. This amount will be partially offset by increased monthly parking revenues in the amount of \$1,029 for a net County cost of \$1,596. The Holiday Inn is agreeable to an initial one year lease with renewal options for two additional years.

It is planned that the spaces be offered to employees currently on the parking waiting list and that they be charged at the same rate as other employees who have reserved parking at the County Government Center. The cost differential for lease of the spaces would be paid by the County and would be included as an expense in the General Services budget index 331000, sub object 4275. Adequate funds are available in this account for the remainder of the current fiscal year.

Lease Parking from Holiday Inn at Santa Cruz  
2/9/99  
Page 2

It is proposed that as a part of this parking program change we would move approximately 26 County vehicles into the leased parking. This plan will free up additional visitor parking and increase employee parking.

It is therefore RECOMMENDED that your Board:

1. Accept and file report on parking at the Holiday Inn of Santa Cruz, and;
2. Approve the attached agreement to lease parking space at the Holiday Inn Santa Cruz and authorize the Director of General Services to execute the agreement, and;
3. Approve the attached ADM-29 encumbering \$11,813.00 for this purpose.
4. Adopt resolution accepting and appropriating unanticipated revenue from parking fees in the amount of \$4,630 for 1998-99 as partial financing for the leased parking spaces.

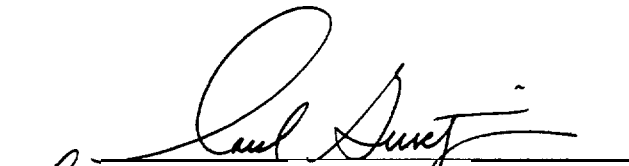
Sincerely,



ROY HOLMBERG  
Director of General Services

RH:bd/HolidayInnPark

RECOMMENDED:



SUSAN A. MAURIELLO  
County Administrative Officer

cc: Holiday Inn of Santa Cruz  
Auditor  
County Counsel

Risk Management  
Personnel  
SEIU

BEFORE THE BOARD OF SUPERVISORS  
OF THE COUNTY OF SANTA CRUZ, STATE OF CALIFORNIA

Resolution No. \_\_\_\_\_

On the motion of Supervisor \_\_\_\_\_  
duly seconded by Supervisor \_\_\_\_\_  
the following resolution is adopted:

RESOLUTION ACCEPTING UNANTICIPATED REVENUE

Whereas, the County of Santa Cruz is a recipient of funds from parking fees  
\_\_\_\_\_ for County parking \_\_\_\_\_ program; and

WHEREAS, the County is recipient of funds in the amount of \$ 4, which \_\_\_\_\_ are  
either in excess of those anticipated or are not specifically set forth in the current fiscal year  
budget of the County; and

WHEREAS, pursuant to Government Code Section 29130( c ) / 2906-U b ), such funds may be  
made available for specific appropriation by four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Santa Cruz County  
Auditor-Controller accept funds in the amount of \$ 4,630 \_\_\_\_\_ into  
Department General Services \_\_\_\_\_

<u>TIC</u>	<u>Index Number</u>	<u>Revenue Subobject Number</u>	<u>Account Name</u>	<u>Amount</u>
001	331000	2050	Parking Fees	\$4,630

and that such funds be and are hereby appropriated as follows:

<u>T/C</u>	<u>Index Number</u>	<u>Expenditure Subobject Number</u>	<u>PRJ/UCD</u>	<u>Account Name</u>	<u>Amount</u>
021	331000	4275		Government Center	\$4,630

DEPARTMENT HEAD I hereby certify that the fiscal provisions have been researched and  
that the Revenue(s) (has been) (will be) recieved within the current fiscal year.

By [Signature]  
Department Head

Date \_\_\_\_\_

H

COUNTY ADMINISTRATIVE OFFICER

10

Recommended to Board

         / Not recommended to Board

PASSED AND ADOPTED by the Board of Supervisors of the County of Santa Cruz, State of California, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_ by the following vote (requires four-fifths vote for approval ):

AYES: SUPERVISORS  
NOES: SUPERVISORS  
ABSENT: SUPERVISORS ,

\_\_\_\_\_  
Chairperson of the Board

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:  
Henry A. Oberhelman  
County Counsel 12/16/97

APPROVED AS TO ACCOUNTING DETAIL:  
Linda Chen, 2/4/99  
Auditor-Controller

Distribution:  
Auditor-Controller  
County Counsel  
County Administrative Officer  
Originating Department



COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

197 5

TO: Board of Supervisors  
County Administrative Officer  
County Counsel  
Auditor-Controller

FROM: GENERAL SERVICES (Dept.)  
*Rent Holm* (Signature) 2/2/99 (Date)

The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz (Agency)  
and Holiday Inn of Santa Cruz (Name & Address)

2. The agreement will provide the addition of 75 parking spaces to be reserved for employees and County vehicle parking.

3. The agreement is needed encumber the funds for the monthly rent.

4. Period of the agreement is from Board approval to 06/30/99

5. Anticipated cost is \$ ~~11,025~~ 11,813 (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \$35.00 per space for 75 spaces = ~~\$2,450.00~~ \$2,625 per month. Approximately 4-1/2 months remaining in FY98/99.

7. Appropriations ore budgeted in 333100 (Index#) 4275 (Subobject)

NOTE: IF APPROPRIATIONS ARE INSUFFICIENT, ATTACH COMPLETED FORM AUD-74

Appropriations are available and have been encumbered. Contract No. C081793 Date 2/2/99  
are not will be

GARY A. KNUTSON, Auditor - Controller  
BY Ronald A. Wilson Deputy.

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the \_\_\_\_\_ to execute the same on behalf of the \_\_\_\_\_ (Agency).  
County Administrative Officer

Remarks: \_\_\_\_\_ (Analyst) By Ed We Date 2-2-99

Agreement approved as to form. Date \_\_\_\_\_

Distribution:  
Bd. of Supv. - White  
Auditor-Controller - Blue  
County Counsel - Green  
Co. Admin. Officer - Canary  
Auditor-Controller - Pink  
Originating Dept. - Goldenrod

\*To Orig. Dept. if rejected.

State of California )  
County of Santa Cruz ) ss  
I \_\_\_\_\_ ex-officio Clerk of the Board of Supervisors of the County of Santa Cruz,  
State of California, do hereby certify that the foregoing request for approval of agreement was approved by  
said Board of Supervisors as recommended by the County Administrative Officer by an order duly entered  
in the minutes of said Board on \_\_\_\_\_ County Administrative Officer  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ Deputy Clerk

21

# LEASE AGREEMENT

THIS LEASE FIRST ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1999, between Holiday Inn at Santa Cruz as "Lessor" and the County of Santa Cruz as "Lessee". This Lease Agreement hereinafter referred to as "Lease" including Exhibit "A" attached hereto and made a part hereof, contains all the agreements of the parties and cannot be amended or modified except by a written agreement. The captions of this Lease are to simplify reading and shall have no effect on its interpretation. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid or illegal.

## TABLE OF CONTENTS

1. <b><u>PREMISES</u></b>	7. <b><u>ENTRY &amp; INSPECTION</u></b>
1.1 Location	7.1 Lessor's Rights
1.2 Destruction	8. <b><u>COSTS OF SUIT</u></b>
2. <b><u>TERM</u></b>	8.1 Mutual Obligations
2.1 Length	9. <b><u>NON-WAIVER OF BREACH</u></b>
2.2 Holding Over	9.1 Limited Effect
2.3 Options	10. <b><u>SURRENDER OF PREMISES</u></b>
3. <b><u>RENT</u></b>	10.1 County Obligations
3.1 Amount	11. <b><u>DEFAULT &amp; RE-ENTRY</u></b>
4. <b><u>USE</u></b>	11.1 Lessor's Option
4.1 County Use	12. <b><u>NOTICES</u></b>
4.2 Assignments & Sublets	12.1 Requirements
5. <b><u>REPAIRS &amp; MAINTENANCE</u></b>	13. <b><u>MISCELLANEOUS</u></b>
5.1 Lessor Obligations	13.1 Definitions
6. <b><u>INSURANCE &amp; INDEMNITY</u></b>	13.2 Heirs
6.1 County Obligations	13.3 Time
6.2 Lessor Obligations	13.4 Duly Authorized
6.3 Mutual Obligations	13.5 Board Approval
6.4 County Liability Ins.	14. <b><u>EXECUTION &amp; SIGNATURES</u></b>
6.5 Mutual Release	

- 
- 1. **PREMISES:**
    - 1.1 **Location:**

For and in consideration of the rents, covenants and agreements hereinafter agreed by Lessee to be paid, kept and performed, Lessor leases to Lessee and Lessee rents from Lessor that certain space commonly known as a portion of the parking lot of the Holiday Inn at Santa Cruz situated at 611 Ocean Street, Santa Cruz, State of California, and specifically outlined in red on the

## County As Lessee - 611 Ocean Street

HLDYINPK.LSE

attached Exhibit A, together with appurtenances hereinafter referred to as "Premises".

1.2 Destruction of Premises:

In case the Premises are totally destroyed by any cause whatever prior to the commencement of or during the term of this Lease, then this Lease shall immediately terminate and neither party shall have any further rights or be under any further obligations on account of this Lease, except Lessee for rent accrued; and if Lessee is not in default in the performance of any obligations under this Lease, Lessor shall refund to Lessee any unearned rents paid in advance by Lessee. For the purposes of Section 1.2, damage or injury to the extent of 50 percent of the value of the Premises shall constitute a "total destruction" thereof. In case the Premises are partially destroyed by any cause whatsoever, Lessor with reasonable promptness shall, within thirty working days, repair and rebuild the same, providing the same can be repaired and rebuilt under State and Municipal laws and regulations. Lessee shall pay rent during such period of repair or rebuilding in the proportion that the portion of the Premises occupied by Lessee bears to the entire Premises. For the purposes of Section 1.2, damage or injury which does not amount to 50 percent of the value of the Premises shall be considered as a partial destruction.

2. TERM:

2.1 Length:

Lessee shall have the Premises for and during the term of one (1) year commencing on the 15th day of February, (Commencement Date) 1999 (subject to 13.5) ending on the last day of the month approximately one(1) year from the Commencement Date on February 29, 2000.

2.2 Holding Over:

Should Lessee hold over said Premises after this Lease has terminated in any manner, such holding over shall be deemed a tenancy from quarter to quarter and at the last applicable rental rate, prior to termination for any reason, payable under this Agreement, payable quarterly in advance on the same terms and conditions as in this Agreement.

2.3 Option(s):

County As Lessee - 611 Ocean Street

200

8

HLDYINPK.LSE

Lessee is granted two (2) options to renew this Lease for an additional one year period on the same terms and conditions as specified in this Agreement.

3. RENT:

3.1 Amount:

Lessee shall pay Lessor as rent for the Premises leased during said term quarterly in advance, on the 1st day of each quarter during said term the rates based on \$35.00 per parking space as follows:

A total of seventy five (75) parking spaces for a total of \$2,625.00 per month billed at \$7,875 per quarter, payable in advance.

All of said rental shall be paid to Lessor at the location identified in the Notice Section of this Lease unless Lessor shall notify Lessee otherwise in writing.

4. USE:

4.1 County Use:

Lessee shall use said Premises as County parking spaces and for no other purpose, without the written consent of Lessor, during the term of this Lease. Such written consent shall not be unreasonably withheld.

4.2 Assignment & Subletting:

Lessee shall not assign or transfer this Lease or any interest therein, nor sublet the whole or any part of the Premises without the written consent of Lessor. Lessee agrees except as otherwise provided in this Agreement not to make or to suffer to be made any alterations, additions to, or repairs in or upon the Premises without first obtaining the written consent of Lessor. Lessee further covenants and agrees that neither this Lease nor any interest therein shall be assignable or transferable in any proceedings in execution against Lessee, or in any voluntary or involuntary proceedings in bankruptcy, or insolvency taken by or against Lessee, or by process of any law applying to such proceeding without the written consent of Lessor.

5. REPAIRS AND MAINTENANCE:

5.1 Lessor Obligations:



County As Lessee - 611 Ocean Street

HLDYINPK.LSE

Lessor, at Lessor's sole expense, shall keep the Premises in good order, condition, and repair.

6. INSURANCE AND INDEMNITY:

6.1 County Obligations:

Lessee hereby agrees to indemnify Lessor and to save it harmless from any liability, claim for damages, or attorney's fees incurred by reason of any personal injury or death to any person, including any of Lessee's employees, agents, or licensees or invitees, or any injury to property of any kind whatsoever, and to whomever belonging, including Lessee, from any cause or causes whatsoever, in any way connected with Lessee's use of the Premises, during the term of this Agreement or any extension thereof or any occupancy by Lessee hereunder. This indemnity shall include the obligation to defend Lessor from any such lawsuits or claims filed. Lessee's obligation under this paragraph shall not apply if such liability, loss, cost, damage or expense arises out of or relates: to the negligent or intentional act of Lessor, or its employees, agents, contractors, or prior tenants of the Premises; or to a breach by the Lessor of any terms, conditions or obligation on Lessor's part to be required or performed under this Agreement; or to any structural or latent defect in the Premises.

6.2 Lessor's Obligations:

Lessor shall indemnify, defend, and hold Lessee harmless from any liability, claim or damages, or attorney's fees incurred by reason of any personal injury or death to any person(s) or injury to property arising out of Lessor's operations obligations, acts or omissions in any way connected with the Premises. This indemnity shall include clean-up orders for hazardous materials as defined in the Hazardous Materials definition section of this Lease Agreement located on, under, or emanating from the Premises. This indemnity shall include the obligation to defend Lessee from any such lawsuits, claims or orders.

6.3 Mutual Obligations:

A party's obligation under this paragraph to indemnify, defend, and hold another harmless shall be limited to the sum that exceeds the amount of insurance proceeds, if any received by the party being indemnified.

6.4 County Liability Insurance:

Lessor acknowledges that Lessee is a permissibly self-insured Public Entity as per Section 990 and 990.4 of the Government Code with respect to liability insurance.

6.5 Mutual Release:

The parties hereby release each other and their respective authorized representatives, from any claims for damage to any person or to the Premises that are caused by or result from risks insured against under any insurance policies carried by any party hereto and in force or effect at the time of any such damage. Each party shall cause such insurance policy or self-insurance program obtained by it to provide that it waives all right of recovery by way of subrogation against any party to this Agreement in connection with any damage covered by any such policy or program. No party shall be liable to another for any damage caused by fire, earthquake or any of the risks insured against under any insurance policy or program required by this Lease.

7. ENTRY AND INSPECTION:

7.1 Lessor's Right:

Lessor or its duly authorized representatives, or agents may enter upon said Premises at reasonable times during the term of this Lease for the purpose of determining whether Lessee is in compliance with the terms and conditions of the Lease or for any other purpose incidental to the rights of Lessor.

8. COSTS OF SUIT:

8.1 Mutual Obligation:

If any action shall be brought by either party for the recovery of any rent due under the provisions of this Lease, or for the breach of enforcement of any conditions, covenants or agreements set forth in this Lease, the prevailing party in such action shall receive reasonable attorneys fees from the other side and further agrees that said attorneys fees shall be and become a part of the judgment in any such action.

9. NON-WAIVER OF BREACH:

9.1 Limited Effect of Waiver:

No waiver by Lessor at any time of any of the terms, conditions, covenants or agreements of this Lease shall

County As Lessee - 611 Ocean Street

1203

HLDYINPK.LSE

be deemed a waiver at any time thereafter of any of the same, nor of the strict and prompt performance by Lessee.

10. SURRENDER OF PREMISES:

10.1 County Obligation:

Lessee agrees at the expiration of the term of this Lease, or upon early termination for any reason, to quit and surrender said Premises to Lessor in good condition except for reasonable wear and tear and damage by the elements or acts of God.

11. DEFAULT IN RENT AND RE-ENTRY:

11.1 Lessor's Option:

If the rents remain unpaid for ten days after the due date or if Lessee is in default of any of the terms or conditions stated herein, Lessor shall have the right to declare the Lease forfeited, and upon written notice, Lessor may re-enter and take possession of the Premises and remove all persons and property therefrom. Lessor, may at his option, re-let the Premises without prejudice to Lessor's remedies for collection of rents, or damages incurred by Lessor. It is understood and agreed that each and all of the remedies given Lessor under this Lease are cumulative and that the exercise of one right or remedy by Lessor shall not impair its right to any other remedy. This provision becomes effective the third quarter following the Commencement Date and any Amendments to this Lease.

12. NOTICES:

12.1 Requirements:

Any demands, statements, notices, certificates, requests, consents, approvals, authorizations, offers, agreements, appointments, or designations under this Lease by either party to the other party shall be in writing and shall be delivered personally or sent by prepaid registered mail addressed to the respective parties. A facsimile may be used so long as a hard copy is sent within 24 hours as prescribed above. The Parties addresses are as follows:

Lessor:

Holiday Inn at Santa Cruz  
611 Ocean Street  
Santa Cruz, Ca 95060

Lessee:

County of Santa Cruz  
General Services  
701 Ocean Street Rm. 330  
Santa Cruz, CA 95060

## County As Lessee - 611 Ocean Street

HLDYINPK.LSE

13. MISCELLANEOUS:13.1 Definitions:

The words "Lessor" and "Lessee" as used herein shall include the plural as well as the singular words used in masculine gender, include the feminine and neuter. If there is more than one Lessor, the obligations imposed upon Lessor shall be joint and several.

13.2 Binding Nature:

This Lease shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

13.3 Time is of Essence:

Time is of the essence with regard to this Lease and as to all covenants, conditions, agreements and obligations herein contained.

13.4 Duly Authorized Representative:

Each individual executing this Lease on behalf of such party represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said party.

13.5 Board Approval:

This Lease is subject to the approval of the Santa Cruz County Board of Supervisors and does not bind County until such time as Board approval and consent has been received in writing and as required by law.

14. EXECUTION AND SIGNATURES:

See following page

County As Lessee - 611 Ocean Street

HLDYINPK.LSE

In WITNESS WHEREOF, the parties have executed this Lease as of the \_\_\_ Th day of \_\_\_\_\_, 1999.

Lessee: COUNTY OF SANTA CRUZ

Lessor: HOLIDAY INN AT SANTA CRUZ

By \_\_\_\_\_  
Roy Holmberg, Director  
General Services

By Sunil Bhojwani  
Sunil Bhojwani, General Manager  
Holiday Inn

Approved as to Form:

Marie Costa  
County Counsel

2-4-99  
Date

Approved as to Insurance:

Ellen Jewels  
Risk Management

2-4-99  
Date

HLDYINPK.LSE

**EXHIBIT A-1**

Leased facilities shall consist of parking for 75 vehicles in available parking at the Holiday Inn.

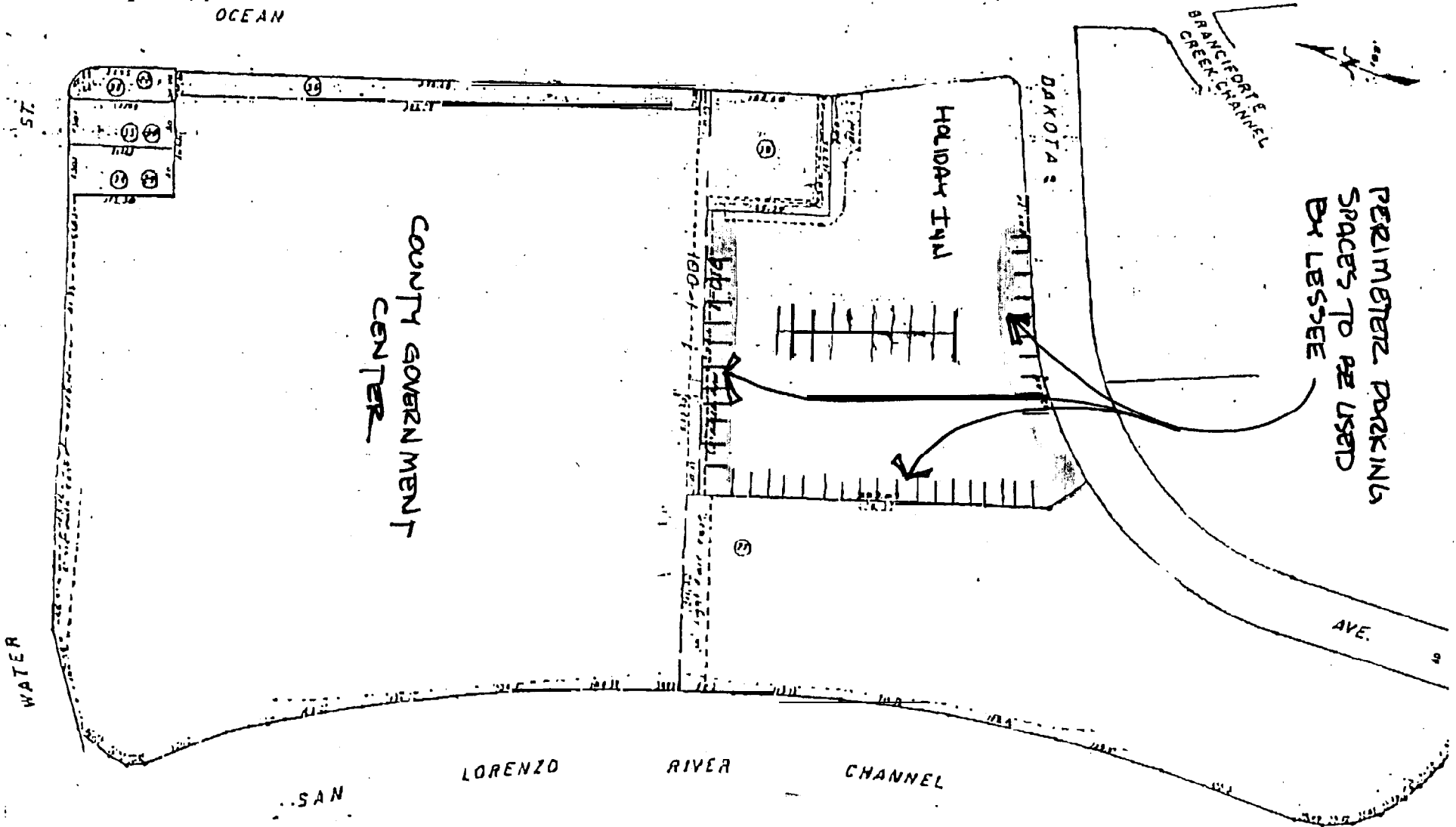
Vehicles shall park in perimeter spaces around the site and will not be assigned an individual space.

Holiday Inn shall be provided with a list of employees authorized to park at the facility and these employees will be provided with electronic cards which will activate the exit gate.

Holiday Inn will periodically update access cards and provide replacement cards at no cost to employees.

Employees who lose an access card will be required to pay a \$10.00 replacement fee.

Parking shall be restricted to week day use only and is not authorized overnight or on weekends.



PERIMETER PARKING  
SPACES TO BE USED  
BY LESSEE

Assessor's Map No. 5-26  
City of Santa Cruz  
County of Santa Cruz, Calif

EXHIBIT A-2

EXHIBIT A-2

207

21

15