
SHERIFF-CORONER



COUNTY OF SANTA CRUZ

MARK TRACY
SHERIFF-CORONER

701 OCEAN STREET, ROOM 340, SANTA CRUZ, CALIFORNIA 95060
PHONE (408) 454-2440 FAX (408) 454-2353 TDD (408) 454-2123

February 25, 1999

Agenda: March 9, 1999

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

SHERIFF'S LIVE OAK-SOQUEL COMMUNITY SERVICE CENTER

Dear Members of the Board:

During the past several years, the Sheriff's Office has continued to develop its Master Community Policing Plan by establishing four Sheriff's Community Centers staffed by Sheriff's personnel and volunteers. Part of the development plan called for the creation of two Problem Oriented Policing Teams (POP). Each team consists of one sergeant and two deputies. The two teams were established to work with members of the public, other government agencies and Sheriff's Office personnel to cohesively identify and resolve those issues that most negatively impact our community.

One POP Team covers the southern half of the County and one POP Team covers the northern half. The POP Teams have been assigned to two Community Service Centers in each area where they can most positively impact the community and work closely together on their assignments. Currently, the South Sector POP Team is stationed at the Freedom Community Service Center and the Aptos Community Service Center. The North Sector POP Team is stationed at the Felton Community Service Center and at the Live Oak-Soquel Community Service Center located at 870 17th Avenue, Santa Cruz. The Live Oak-Soquel Service Center is currently leased from the County Redevelopment Agency.

Over the next month, two Community Service Officers will be hired by the Sheriff's Office and will be assigned to the Live Oak Center. These Community Service Officers will assist the public by handling non-emergency telephone requests for a variety of services and referrals. As part of their duties, they will be required to interview victims in person and by telephone. Our current allocated space does not provide a proper office setting where these duties can be performed without constant interruptions from staff and the public alike. As a result, this program has created a need for additional office space at the Live Oak-Soquel Center.

The Sheriffs Office has worked with the Redevelopment Agency and negotiated a month-to-month lease for an additional 475 square feet at the 870 17th Avenue facility. The space is currently vacant and directly adjacent to the Community Service Center providing an optimum location for additional space to meet current needs. The Sheriff s-Coroner's Office will be the lessee on this lease agreement at a cost of four hundred seventy-five dollars (\$475.00) per month.

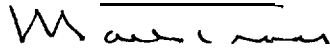
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Funding for this lease and utilities will be provided through asset forfeiture funds currently held in trust.

It is therefore RECOMMENDED that your Board:

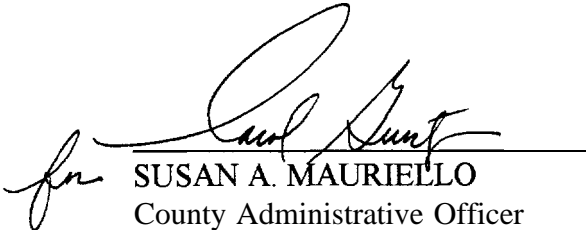
1. Approve the attached month-to-month Lease Agreement between the Sheriffs Office and the Santa Cruz County Redevelopment Agency for additional space at 870 17th Avenue, Santa Cruz, at a cost of \$475.00 per month beginning March 15, 1999;
2. Authorize the Sheriff-Coroner to sign and execute the lease agreement; and
3. Approve the attached AUD 60 accepting and appropriating unanticipated revenue.

Sincerely,



MARK TRACY
Sheriff-Coroner

RECOMMENDED:



SUSAN A. MAURIELLO
County Administrative Officer

Attachments

cc: Redevelopment Agency

LEASE AGREEMENT
BETWEEN
THE SANTA CRUZ COUNTY REDEVELOPMENT AGENCY
AND
THE SANTA CRUZ COUNTY SHERIFF - CORONER
LEASE AGREEMENT - FELT STREET PLAZA

This lease is made on _____, 1999, between the SANTA CRUZ COUNTY REDEVELOPMENT AGENCY, a public body, corporate and politic, ("Landlord"); and the Santa Cruz County Sheriff-Coroner ("Tenant"), who agree as follows:

1. PREMISES: Landlord leases to Tenant and Tenant leases from Landlord the premises located in Santa Cruz County, California described as Unit Number 3 (Three) Felt Street Plaza, located at 870 Seventeenth Avenue, Santa Cruz, California, outlined in black dashes on Exhibit Number 1 ("premises"). The premises consists of only interior space. Felt Street Plaza is the commercial and retail property of Landlord located at the address above at the intersection of Seventeenth Avenue and Felt Street.

2. AIRSPACE AND SUBSURFACE RIGHTS: This lease confers no rights either with regard to the subsurface of the land below the ground level of Felt Street Plaza in which the premises are located or with regard to airspace above the roof of the building in which the premises are located.

3. TERM: This agreement shall run from month-to-month, beginning on March 15, 1999.

4. TERMINATION: Either party can elect to terminate this lease with a minimum thirty (30) days prior written notice to the other, and a maximum of ninety (90) days prior written notice to the other.

5. RENT: Tenant shall pay to Landlord as minimum monthly rent, without deduction, set off, prior notice, or demand, the sum of Four Hundred Seventy-five Dollars (\$475.00), per month in advance on the first day of each month. Minimum monthly rent for the first full month shall be paid on execution of this lease. All rent shall be paid to Landlord at the address to which notices to Landlord are given. Rent may be paid in advance on a monthly, quarterly, semi-annual, or annual basis.

As used in this lease, the term "rent" shall have the following meanings and include — minimum monthly rent, and to the extent paid or required to be paid by Tenant, prepaid rent, security deposit, real property taxes and assessments, common area charges, operating costs, insurance, utilities, and other similar charges payable by Tenant to Landlord, or a payment of money incident to this lease.

6. LIMITATIONS ON USE: Tenant shall use the premises for a Sheriff's Community Service Center and for no other use without Landlord's prior written consent. For the purposes of this agreement, a Sheriff's Community Service Center is an office annex of the primary Sheriff's Office. It provides typical office services to walk in patrons and responds to telephone calls.

7. USES PROHIBITED: Tenant shall not do, bring, or keep anything in or about the premises that will increase the risk associated with the Tenant's use of the property (as determined solely by the Santa Cruz County Risk Manager or Santa Cruz County Redevelopment Agency Administrator), or increase the cost of insuring the property, or cause a cancellation of any insurance covering Felt Street Plaza in which the premises are located. Insurance and the costs referenced herein shall include costs associated with any risk pool to which Felt Street Plaza may be assigned by the County of Santa Cruz or the Santa Cruz County Redevelopment Agency.

8. COMMON AREA: The term "common areas" means all areas and facilities outside the premises and within the exterior boundaries of Felt Street Plaza that are provided and designated by Landlord from time to time for the general use and convenience of Tenant and of other tenants of Felt Street Plaza and their respective authorized representatives and invitees. Common areas may include, without limitation, pedestrian walkways and patios; landscaped areas; service corridors; decorative walls; plazas; throughways, parking and loading areas. The present designation of common areas is as outlined in Exhibit No. 2.

Landlord gives to Tenant and its authorized representatives and invitees the nonexclusive right to use the common areas, with others who are entitled to use the common areas, subject to all of the Landlord's rights wherever they may be set forth in this agreement.

Except for maintenance set forth in this agreement as the Tenant's maintenance obligation in the common areas, Landlord shall maintain the common areas in good condition at all times. Landlord shall have the right to:

Establish and enforce reasonable rules and regulations applicable to all tenants concerning the maintenance, management, use, and operation of the common areas. Landlord specifically reserves the right to limit the parking available for the use of each Tenant.

Close any of the common areas to whatever extent required in the opinion of Landlord's counsel to prevent a dedication of any of the common areas or the accrual of any rights of any person or of the public to the common areas.

Close temporarily any of the common areas for maintenance purposes.

Select a person to maintain and operate any of the common areas if at any time Landlord determines that the best interests of the building will be served by having any of the common areas maintained and operated by that person. Landlord shall have the right to negotiate and enter into a contract with that person on such terms and conditions and for such period of time as Landlord deems reasonable and proper both as to service and as to cost and charge a pro rata share of the cost to Tenant.

Make changes to the common areas, including what is to be considered common area.

Tenant is specifically prohibited from soliciting, undertaking, or engaging in any and all business, commercial, or retail activities in, on, or about the common areas, except for limited and occasional activities approved in advance and in writing by the Landlord.

9. ASSIGNMENT: Tenant shall not assign or encumber its interest in this lease or in the premises, or sublease all or any part of the premises, or allow any other person or entity to occupy or use all or any part of the premises.

10. ORDINANCES AND STATUTES: Tenant shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the premises, occasioned by or affecting the use thereof by Tenant. The commencement or pendency of any state or federal court abatement proceeding affecting the use of the premises shall, at the option of the Landlord, be deemed a breach hereof.

11. TENANT'S MAINTENANCE: Except for maintenance set forth in this agreement as the Landlord's maintenance obligation, Tenant at its cost shall maintain, in good condition, all portions of the premises occupied by Tenant, including, without limitation, all Tenant's personal property, signs, plate glass windows, storefront windows, the interior of the premises including but not limited to the branch lateral portion of the sewage systems, gas and water within the premises, heating, ventilating, and air conditioning systems (if any) and all tenant improvements.

As a part of its maintenance obligation Tenant, at its cost, shall maintain all portions of the premises and the sidewalks and entryways appurtenant to the premises in a safe, clean, neat and sanitary manner. This Tenant maintenance includes but is not limited to, washing storefronts, cleaning windows (inside and outside), sweeping sidewalks, maintenance of refuse receptacles, and other janitorial services on a regular basis. Sidewalks and entryways must be maintained by sweeping and trash pickup on a regular basis. The Tenant shall maintain the trash enclosure area in a neat sanitary manner. If Tenant does not make satisfactory arrangements for or does not satisfactorily accomplish Tenant's maintenance obligations, Landlord may arrange for the service, and Tenant shall reimburse Landlord on a monthly basis for all costs, pro rata, incurred by Landlord in arranging the service.

12. LANDLORD'S MAINTENANCE: Except for maintenance set forth in this agreement as the Tenant's maintenance obligation, Landlord at its cost shall maintain, in good condition, the structural parts of the building and other improvements in which the premises are located, which structural parts include only the foundations, bearing and exterior walls (excluding glass and doors), subflooring, and roof (including skylights); the unexposed electrical, plumbing, and sewage systems, lying outside the premises; roof drainage systems on the building and other improvements in which the premises are located; and the main sanitary sewer lateral.

Landlord does not provide heating, ventilation, and air-conditioning system to service the premises.

Landlord shall repair the premises if they are damaged by (a) acts or omissions of Landlord, or its authorized representatives; or (b) Landlord's failure to perform its obligations under this paragraph. Landlord shall not be obligated for repair of the premises if they are damaged by acts or omissions of the Tenant, or its authorized representatives, or by Tenant's failure to perform its obligations under this lease.

13. ALTERATIONS: Tenant shall not make any alterations to the premises without Landlord's consent. Any alterations made shall remain on and be surrendered with the premises on expiration or termination of the term. Landlord can elect to require Tenant to remove any alterations that Tenant has made to the premises by notifying Tenant of its election at the time of

giving consent for the alterations. If Landlord so elects, Tenant at its cost shall restore the premises to the condition designated by Landlord at its election, before the last day of the term.

If Tenant makes any alterations to the premises as provided in this section, the alterations shall not be commenced until 15 days after Landlord has received written notice from Tenant stating the date the installation of the alterations is to commence so that Landlord can post and record an appropriate notice of non-responsibility.

14. MECHANICS' LIENS: Tenant shall pay all costs for construction done by it or caused to be done by it on the premises as permitted by this lease. Tenant shall keep the building, other improvements, and land of which the premises are a part free and clear of all mechanics' liens resulting from construction done by or for Tenant.

15. LANDLORD'S ENTRY ON PREMISES: Landlord and its authorized representatives shall have the right to enter the premises at all reasonable times upon reasonable notice (except in the event of emergency which shall not require notice) for any of the following purposes: to determine whether the premises are in good condition and whether Tenant is complying with its obligations under this lease; to do any necessary maintenance and to make any restoration to the premises or the building and other improvements in which the premises are located that Landlord has the right or obligation to perform; to serve, post, or keep posted any notices required or allowed under the provisions of this lease; to post "for rent" or "for lease" signs or during any period while Tenant is in default; to shore the foundations, footings, and walls of the premises or Felt Street Plaza in which the premises are located and to erect scaffolding and protective barricades around and about the premises, but not so as to prevent entry to the premises, and to do any other act or thing necessary for the safety or preservation of the premises or the building and other improvements in which the premises are located if any excavation or other construction is undertaken or is about to be undertaken on any adjacent property or nearby street.

Landlord shall not be liable in any manner for any inconvenience, disturbance, loss of business, nuisance, or other damage arising out of Landlord's entry on the premises as provided in this section, except damage resulting from the acts or omissions of Landlord or its authorized representatives.

Tenant shall be entitled to an abatement or reduction of rent if Landlord exercises any rights reserved in this section, to the extent that Landlord's entry and activities unreasonably interfere with Tenant's business on the premises, except that if Landlord's entry and activities on the premises result from Tenant's default, Tenant shall not be entitled to any abatement or reduction of rent.

Landlord shall conduct its activities on the premises as allowed in this section in a manner that will cause the least possible inconvenience, annoyance or disturbance to Tenant.

16. INDEMNIFICATION: Tenant shall indemnify, defend and hold Landlord and Landlord's property, including the demised premises and any buildings, fixtures or improvements now or hereafter on the demised premises, free and harmless from any and all liability, claims, loss, damages, or expenses resulting from Tenant's occupation and use of said premises, specifically

including, without limitation, any liability, claim, loss, damage, or expense arising by reason of:

The death or injury of any person, including Tenant and Tenant's agents and employees, caused or allegedly caused by: the condition of the demised premises; any act or omission of Tenant or any other person in, on, or about the demised premises with Tenant's permission and consent; any other cause whatsoever while such person is in or on the demised premises.

Damage to or destruction of any property, including Tenant's property or the property of Tenant's employees or agents, from: the condition of the demised premises; any act or omission of Tenant or any other person in, on, or about the demised premises with Tenant's permission and consent; any other cause whatsoever while such person is in or on the demised premises.

Any work performed on the demised premises or materials furnished to the demised premises at the instance or request of Tenant or any person or entity acting for or on behalf of Tenant; or

Tenant's failure to perform any provision of this lease or to comply with any requirement of law or any requirement imposed on Tenant or the demised premises-by any duly authorized governmental agency or political subdivision;

Except arising out of Landlord's negligence, the provisions of this Section shall also apply to sidewalks and entryways appurtenant to the premises.

17. UTILITIES AND SERVICES: Tenant shall make all arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, telephone service, cable service, and trash collection, and for all connection charges, excluding water meters. The Tenant shall pay to the Landlord a minimum monthly charge for expense related to water usage of fifteen dollars (\$25.00) per month. In any month in which the total billed cost of water service exceeds the amount due from all tenants calculated at \$15.00 per month each, each tenant shall pay a pro rata share for the cost of the water service. A tenant's pro rate share of the cost of this service shall be determined by dividing the total billed cost by the number of tenants occupying the building in which the premises is located.

If Tenant does not make satisfactory arrangements, Landlord reserves the right to arrange trash and garbage collection service, and trash enclosure cleanup, for Tenant. In the event that Landlord arranges garbage and trash collection for Tenant, Tenant shall reimburse Landlord on a monthly basis for all costs, pro rata or by Tenant's usage, incurred by Landlord in arranging the service. Alternatively, Landlord may charge and bill trash and garbage collection, and trash enclosure cleanup, to Tenant.

18. SIGNS: Landlord has identified sign locations and signage criteria for each Tenant in Felt Street Plaza. Sign criteria is set forth in Exhibit Number 5 attached hereto and incorporated herein by reference. Except in accordance with Landlord's written instructions and sign criteria, Tenant shall not have the right to place, construct, or maintain on the glass panes or supports of the show windows of the premises, the doors, or the exterior walls or roof of the building in which the premises are located or any interior portions of the premises that may be visible from the exterior of the premises, any signs, advertisements, names, insignia, trademarks, descriptive material, or any other similar item without Landlord's consent. Landlord at Tenant's cost can

remove any item placed, constructed, or maintained that does not comply with the provisions of this paragraph.

Tenant shall not, without Landlord's consent, place, construct or maintain on the premises, any advertisement media, including, without limitation, searchlights, flashing lights, loudspeakers, phonographs, or other similar visual or audio media which can be heard or experienced outside the premises. Tenant shall not solicit business in, on, or about the common areas, or distribute handbills or other advertising or promotional media in, on, or about the common areas, or in the parking areas, except that Tenant shall be entitled to engage in radio, television, newspaper, and handbill advertising as is customarily used for the type of business in which Tenant is engaged.

Tenant shall have the right, upon written notice to Landlord, to install signs required by applicable law, regulation, or permit.

Sign costs and expenses are the sole responsibility of Tenant.

19. DESTRUCTION OF PREMISES: In the event of a partial or total destruction of the premises, or the building in which the premises is situated, either party may elect to terminate this lease upon thirty (30) days written notice to the other as set forth herein.

20. DEFAULT: The occurrence of any of the following shall constitute a default by Tenant: failure to pay rent when due, if 'the failure continues for eight (8) days after the first day that rent is due; abandonment and vacation of the premises (failure to occupy and operate the premises for 15 consecutive days shall be deemed an abandonment and vacation); or failure to perform any other provision of this lease.

21. LANDLORD'S REMEDIES:

a. Landlord shall have the following remedies if Tenant commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

b. Landlord can continue this lease in full force and effect, and the lease will continue in effect as long as Landlord does not terminate Tenant's right to possession, and Landlord shall have the right to collect rent when due. During the period Tenant is in default, Landlord can enter the premises and relet them, or any part of them, to third parties for Tenant's account. Tenant shall be liable immediately to Landlord for all costs Landlord incurs in reletting the premises, including, without limitation, brokers' commissions, and like costs. Reletting can be for a period shorter or longer than the remaining term of this lease. No act by Landlord allowed by this paragraph shall terminate this lease unless Landlord notifies Tenant that Landlord elects to terminate this lease.

c. Landlord can terminate Tenant's right to possession of the premises at any time. No act by Landlord other than giving notice to Tenant shall terminate this lease. Acts of maintenance, efforts to relet the premises, or the appointment of a receiver on Landlord's initiative to protect Landlord's interest under this lease shall not constitute a termination of Tenant's right to possession. On termination, Landlord has the right to recover from Tenant: The worth, at the time of the award, of the unpaid rent that had been earned at the time of termination of this lease;

The worth, at the time of the award, of the amount by which the unpaid rent that would have been earned after the date of termination of this lease until the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; The worth, at the time of the award, of the amount by which the unpaid rent for the balance of the term after the time of award exceeds the amount of the loss of rent that Tenant proves could have been reasonably avoided; Any other amount, and court costs, necessary to compensate Landlord for all detriment proximately caused by Tenant's default. "The worth, at the time of the award," as used in this agreement, is to be computed by allowing interest at the maximum rate an individual is permitted by law to charge. "The worth, at the time of the award," as referred to in c of this paragraph, is to be computed by discounting the amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of the award, plus 1 %.

d. Landlord, at any time after Tenant commits a default, can cure the default at Tenant's cost. If Landlord at any time, by reason of Tenant's default, pays any sum or does any act that requires the payment of any sum, the sum paid by Landlord shall be due immediately from Tenant to Landlord at the time the sum is paid, and if paid at a later date shall bear interest at the maximum rate an individual is permitted by law to charge from the date the sum is paid by Landlord until Landlord is reimbursed by Tenant. The sum, together with interest on it, shall be additional rent.

22. LATE CHARGE: Any installment of rent due from Tenant not received by Landlord by the 8th day of each month shall be considered late. Tenant acknowledges that late payment by Tenant to Landlord of rent will cause Landlord to incur costs not contemplated by this lease, the exact amount of such costs being extremely difficult and impracticable to fix. Such costs include, without limitation, processing and accounting charges, and late charges that may be imposed on Landlord by the terms of any encumbrance and note secured by any encumbrance covering the premises. Therefore, if any installment of rent due from Tenant is not received by Landlord when due, Tenant shall pay to Landlord an additional sum of 10% of the overdue rent as a late charge (plus the cost of service of process, if applicable). The parties agree that this late charge represents a fair and reasonable estimate of the costs that Landlord will incur by reason of late payment by Tenant. Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount, or prevent Landlord from exercising any of the other rights and remedies available to Landlord.

23. NOTICE: Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally, sent by prepaid first-class mail to the Tenant at the premises, or sent by prepaid first-class mail to the Tenant at the address shown below, or sent by prepaid first-class mail to the Landlord at the address shown below, or at such other places as may be designated by the parties from time to time. Either party may change its address by notifying the other party of the change of address.

If to Landlord:

The Redevelopment Agency of the County of Santa Cruz
 Agency Administrator
 Attention: Tom Burns and Robert Lee
 701 Ocean Street, Room 510
 Santa Cruz, CA 95060
 Phone (408) 454-2280
 Fax (408) 454-3420

If to Tenant:

Santa Cruz County Sheriff-Coroner
 Attention: Mark Tracy
 701 Ocean Street, Room 340
 Santa Cruz, CA 95060
 Phone: (831) 454-2985
 FAX: (831) 545-2353

If sent by mail, any notice, delivery, or other communication shall be effective or deemed to have been given 48 hours after it has been deposited in the United States mail, with postage prepaid, and addressed as set forth above. If sent by wire, fax or other form of telegraphic/electronic communication, any notice, delivery, or other communication shall be effective or deemed to have been given 24 hours after the date of electronic transfer or deposited with Western Union, or other carrier, prepaid and addressed as set forth above, or faxed.

24. MISCELLANEOUS PROVISIONS:

- a. Time is of the essence of each provision of this lease.
- b. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.
- c. If either party is a corporation, that party shall deliver to the other party on execution of this lease a certified copy of a resolution of its board of directors authorizing the execution of this lease and naming the officers that are authorized to execute this lease on behalf of the corporation.
- d. Rent and all other sums payable under this lease must be paid in lawful money of the United States of America. Rent may be paid by using the journal entry procedures of the County of Santa Cruz.
- e. Each party represents that it has not had dealings with any real estate broker, finder, or other person, with respect to this lease in any manner.
- f. All exhibits referred to herein are attached to this lease and incorporated by reference.
- g. "Party" shall mean Landlord or Tenant; and if more than one person or entity is Landlord or Tenant, the obligations imposed on that party shall be joint and several.
- h. The unenforceability, invalidity, or illegality of any provision shall not render the

other provisions unenforceable, invalid, or illegal.

i. Landlord shall have the right from time to time to promulgate rules and regulations for the safety, care, and cleanliness of the premises, Felt Street Plaza in which the premises are located, and all common areas, or for the preservation of good order. On delivery of a copy of such rules and regulations and amendments thereto to Tenant, Tenant shall comply with the rules and regulations, and a violation of any of them shall constitute a default by Tenant under this lease. Landlord shall make all reasonable efforts to enforce the rules and regulations uniformly against all tenants in Felt Street Plaza.

j. Tenant may not change or add any lock to Tenant's premises, or any locked common area space or restroom at Felt Street Plaza, without obtaining Landlord's prior written consent and without providing Landlord with a key to the changed or added lock. Tenant may re-key the premises to a standard Sheriff's Office key.

25. INTERPRETATION OF THE LEASE: This lease shall be construed and interpreted in accordance with the laws of the State of California.

26. LANDLORD'S LIABILITY: The term "Landlord", as used in this paragraph, shall mean only the owner of the real property or a Tenant's interest in a ground lease of the premises. In the event of any transfer of such title or interest, the Landlord named herein (or the grantor in case of any subsequent transfers) shall be relieved of all liability related to Landlord's obligations to be performed after such transfer. Landlord's aforesaid obligations shall be binding upon Landlord's successors and assigns only during their respective periods of ownership.

27. WAIVER OF RELOCATION BENEFITS: Tenant acknowledges that:

a. It is entering into this rental agreement referred to herein with full knowledge of the Landlord's right as a Public Agency to further develop Felt Street Plaza for a public use and purpose, specifically rehabilitating the property and subsequent disposition in a process directed to the elimination of blight and to serve the goals of the Redevelopment Plan for the Live Oak / Soquel Redevelopment Project Area pursuant to Landlord's powers under Health and Safety Code Section 33391 and the Redevelopment Plan;

b. The premises and Felt Street Plaza will be available as a rental property only in the interim between rehabilitation and disposition;

c. The rehabilitation and the elimination of blight and in order to serve the goals of the Redevelopment Plan for the Live Oak / Soquel Redevelopment Project Area may result in termination of some tenancies sooner than would otherwise be expected;

d. The projected date of displacement has not been made definite, but could occur within 5 years;

Having notice of the foregoing, and in consideration of Landlord's agreement to rent the unit to Tenant, Tenant hereby affirmatively waives any rights or claims it or its business may have against the Redevelopment Agency of the County of Santa Cruz now, or at any time in the future, for relocation assistance, payments, and/or benefits including but not limited to moving expenses and replacement, loss of goodwill, or tenancy payments.

28. POSSESSORY INTEREST: Landlord and Tenant acknowledge and recognize that, Tenant's leasehold interest herein may be subject to a possessor-y interest tax imposed by the County of Santa Cruz, that such tax is included in the rent due the Landlord hereunder, and any such tax shall be the liability of and be paid by Landlord. Upon receipt of any tax bill for possessor-y interest tax, Tenant shall immediately provide Landlord with the original bill and any accompanying notice.

29. NONDISCRIMINATION: Tenant herein covenants by and for himself or herself, his or her heirs, executors, administrators, and assigns, and all persons claiming under or through him or her, and this lease is made and accepted upon and subject to the following conditions. There shall be no discrimination against or segregation of any person or group of persons, on account of race, color, creed, religion, sex, sexual orientation, marital status, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the Tenant/Lessee himself, or any person claiming under or through him or her, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of Tenant/Lesseees, lessees, sublessees, subtenants, or vendees in the premises herein leased. The foregoing provisions shall be binding upon and shall obligate the contracting party or parties and any subcontracting party or parties, or other transferees under instrument.

30. ENTIRE AGREEMENT: The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties. The exhibits and attachments referenced in this agreement are incorporated herein by reference as fully as if set forth herein verbatim and are a part of this lease.

31. SINGULAR AND PLURAL: When required by the context of this lease, the singular shall include the plural.

32. TRIPLICATES AND COUNTERPARTS: This agreement and all amendments and supplements to it may be executed in triplicate and counterparts, and all counterparts together and, each triplicate shall be construed as one document.

[END - SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this lease agreement the day and year first herein written.

LANDLORD:

REDEVELOPMENT AGENCY OF THE COUNTY OF SANTA CRUZ

By: _____ Dated: _____, 1999

Tom Burns

Redevelopment Agency Administrator

TENANT:

SHERIFF - CORONER OF THE COUNTY OF SANTA CRUZ

By: _____

Dated: _____, 1999

Mark Tracy

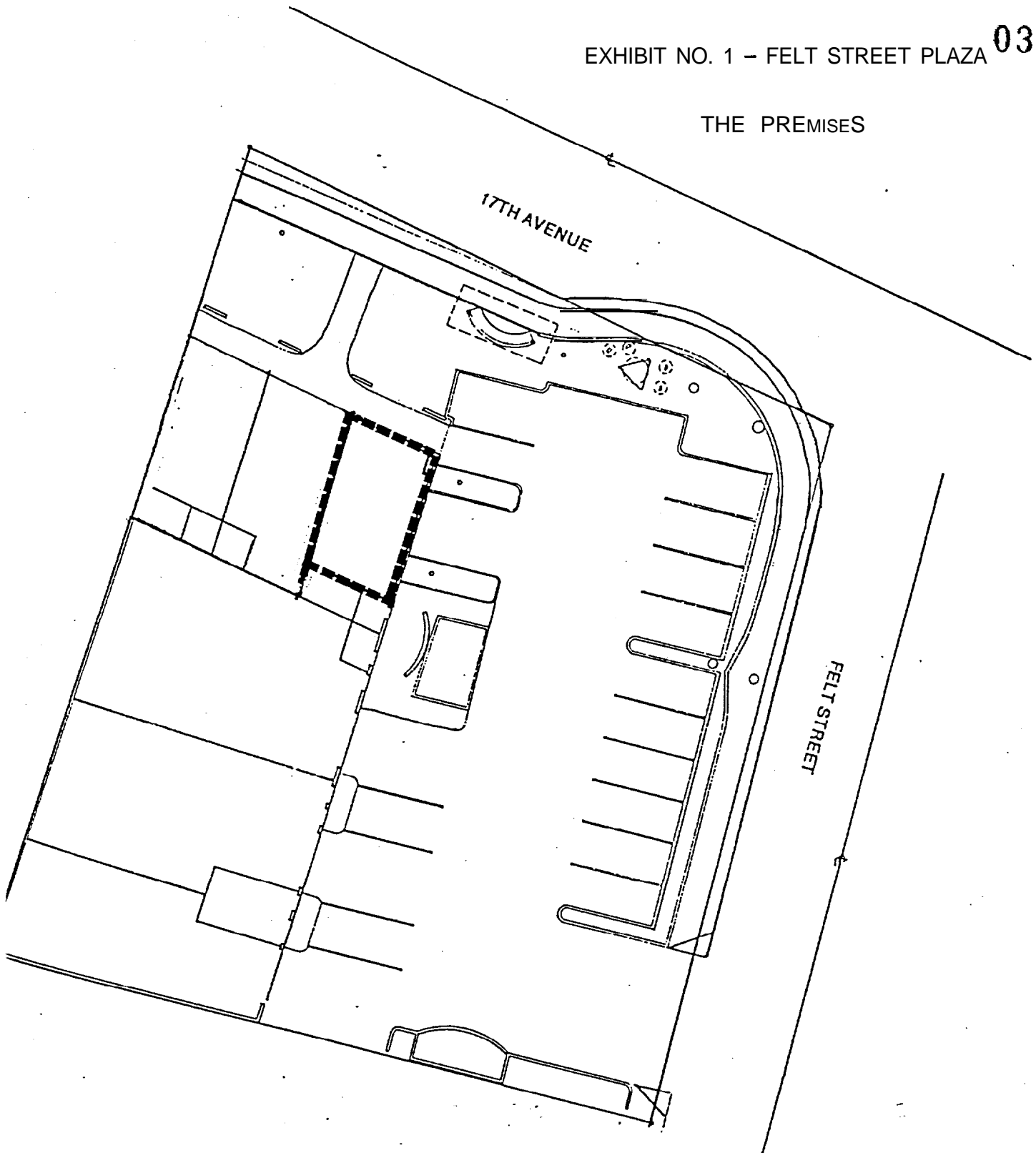
Sheriff - Coroner

APPROVED AS TO FORM:

By: Jae M. Scott
County Counsel

Approved as to insurance
By: Janet McKinley
Risk Management Division Chief
Date 2-25-99

THE PREMISES



036
Exhibit No. 2 -The Common Areas

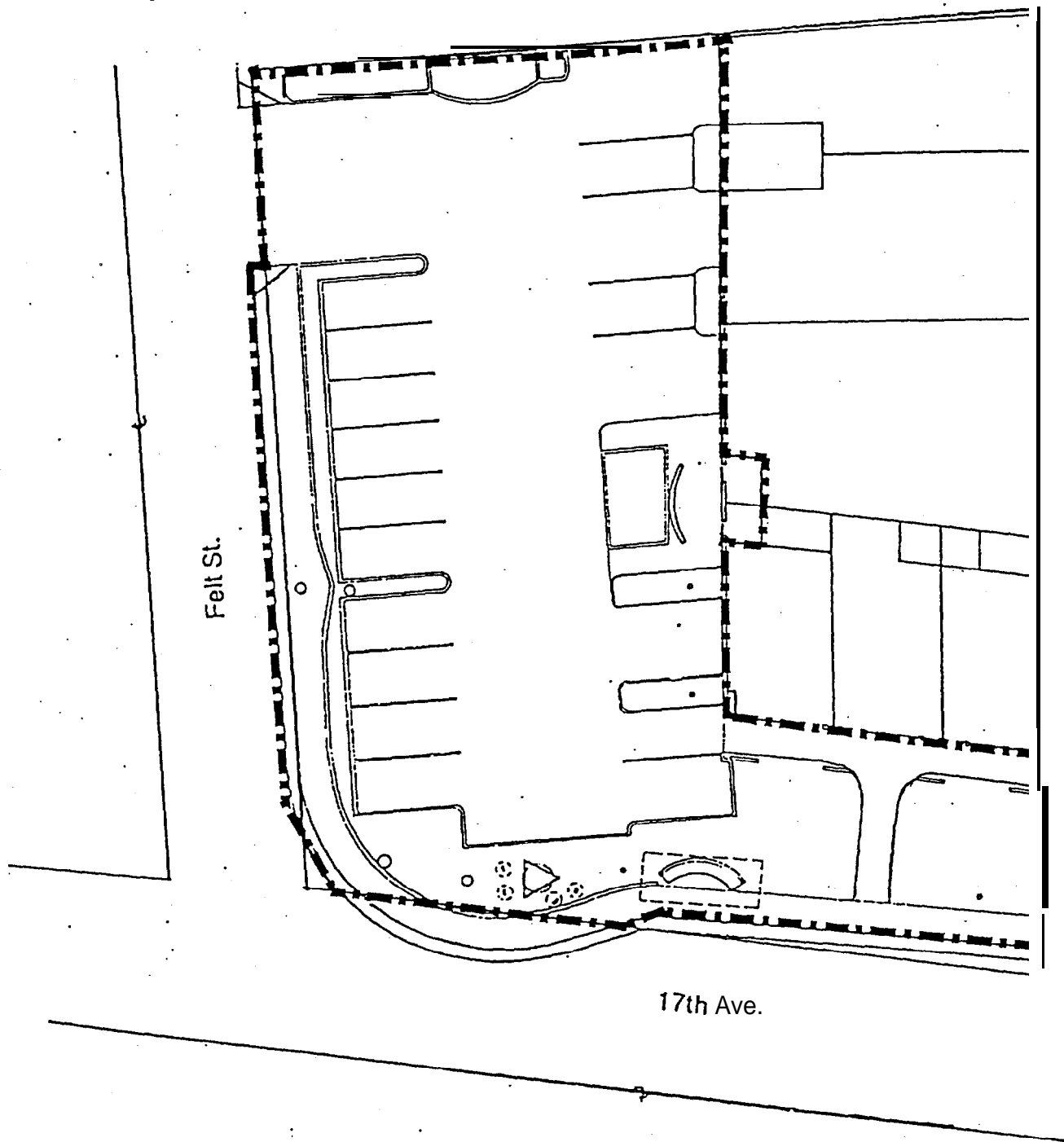


EXHIBIT NO. 3 - RESERVED

**EXHIBIT NO. 4 - TENANTS CONSTRUCTION, EQUIPPING AND OTHER
OBLIGATIONS**

AS EQUIPPED UPON EXECUTION OF THIS LEASE

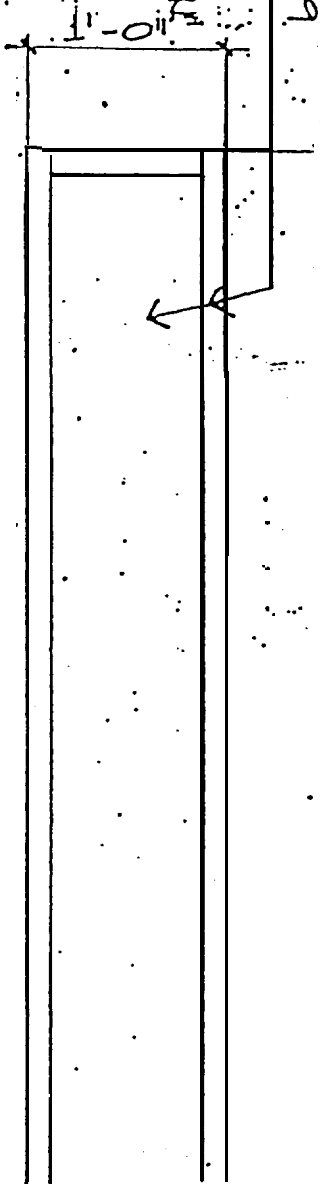
Felt Street Plaza
Tenant Sign Specifications

1. Permanent signs shall be limited to the store signs approved for this property under permits from the County of Santa Cruz Planning Department.
2. Store sign boards shall be fabricated and painted as shown on the attached detail.
3. Letters shall be Arlon High Performance Series 2100 or 2200 vinyl letters in slate green. The font style shall be "Goudy".
4. Maximum letter size is eight (8) inches.
5. A mock-up of the sign shall be submitted to the Redevelopment Agency for approval,
6. The Felt Street Plaza sign was made by Creative Sign Systems, 684-1262.

10-8-96

040

SIGN TO BE
PAINTED ON 2149
MONT-MAVE "W"
ORDER STRAPE
X SN 2253
FLOATING GARAGE



5 STORE SIGN ELEVATION #

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 Federal Asset Forfeiture Trust 72251 for Sheriff Community Policing Centers program; and

WHEREAS, the County is recipient of funds in the amount of \$1,900.00 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)/29064(!), such funds may be made available for specific appropriation by a 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 \$1,900.00 into

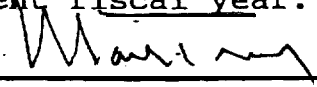
Department Sheriff Coroner

T/C	Index Number	Revenue Subobject Number	Account Name	Amount
001	661800	0414	Drug Forfeitures	\$1,900.00

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

T/C	Index Number	Expenditure Subobject Number	PRJ/UCD	Account Name	Amount
021	661800	3810		Renta & Leases	\$1,900.00

DEPARTMENT HEAD I hereby certify that the fiscal provision's have been researched and that the **Revenue(s)** (has been) (will be) received within the, current fiscal year.

By  Department Head

Date 2-24-99

COUNTY ADMINISTRATIVE OFFICER

☒ 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

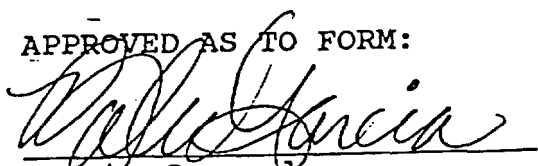
ABSENT: SUPERVISORS

Chairperson of the Board

ATTEST:

Clerk of the Board

APPROVED AS TO FORM:


County Counsel

APPROVED AS TO ACCOUNTING DETAIL:


Auditor-Cd&roller

Distribution:

Auditor-Controller
County Council
County Administrative Officer
Originating Department

COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

043

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

FROM: Sheriff Coroner
W. M. [Signature] (Signature) 2/24/99 (Date)

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

- Said agreement is between the Santa Cruz County Sheriff's Office (Agency)
and Santa Cruz County Redevelopment Agency, 701 Ocean St., Room 510, Santa Cruz, CA (Name & Address)
- The agreement will provide office space for Sheriff's Community Policing Service Center located
in the Felt Street Plaza, 870 Seventeenth Ave., Santa Cruz, CA.
- The agreement is needed to provide office space for community policing services to mid-Santa Cruz
County.
- Period of the agreement is from 3/15/99 to 6/30/99
- Anticipated cost is \$ 1,900 for FY 98/99 (Fixed amount; Monthly rate; Not to exceed)
- Remarks: FY 98/99 4 months (3/15-7/15 1999) @ \$475/mo paid in advance.
This agreement to be added to County List of Continuing Agreements in FY 99/00
- Appropriations are budgeted in 661800 (Index#) 3810 (Subobject)

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

Appropriations are not available and have been encumbered. Contract No. C081802 Date 2/24/99
will be
GARY A. KNUTSON, Auditor - Controller
By [Signature] 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).

Remarks: _____

(Analyst) By [Signature] County Administrative Officer Date 2-25-99

Agreement approved as to form. Date _____

Distribution:

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

*To Orig. Dept. if rejected.

ADM-29 (6/95)

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 _____
By _____ Deputy Clerk

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