
SHERIFF-CORONER

MARK TRACY
SHERIFF-CORONER



COUNTY OF SANTA CRUZ

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

February 12, 1999

Agenda Date: April 13, 1999

Dear Members of the Board:

The Sheriffs Office continues to develop and implement our Master Community Policing Plan by operating four Community Service Centers. The Freedom Center located at 2020 Freedom Boulevard, in the Freedom Shopping Center, was opened in January of 1995. Since that time, we have trained civilian volunteers and continue to expand their role in making our communities safer places to live and work. To date, volunteers and Sergeant Bert Nabor have handled thousands of calls for service for Freedom and Watsonville residents. It has become an integral part of community activities and has been well received by the residents and business community.

The Freedom Sheriffs Center has coordinated crime prevention efforts and problem oriented policing projects for the community. Sergeant Nabor is a single point of contact for the Sheriffs Office problem oriented policing and community policing efforts. In conjunction with the center, these efforts are designed to expand services and provide better accessibility to the residents of the Watsonville and Freedom area. The current location is a highly visible storefront in a very busy shopping center. It is ideally suited to the needs of the community and the Sheriffs Office.

Our current lease agreement expired December 31, 1998. The Lessor, Freedom Centre Properties, has generously offered a three (3) year extension on the expired lease with no increase in the seven hundred (\$700.00) monthly rental cost through December 31, 1999. During the second and third year of the agreement, there is a modest one hundred dollar (\$100) per month increase to eight hundred dollars (\$800) per month through December 31, 2001. A copy of this new lease agreement is currently on file with the Clerk of the Board.

Current appropriations exist in the Sheriffs FY 98/99 budget to pay the rental costs in this agreement through June 30, 1999. Future costs will be budgeted as part of the normal County fiscal year budget process.

The Sheriffs Office is very excited to continue offering this level of service to the Watsonville and Freedom residents and the business community. In addition to general information, residents and the business community seek guidance on crime prevention and neighborhood problems.

February 11, 1999

Agenda Date : March 23, 1999

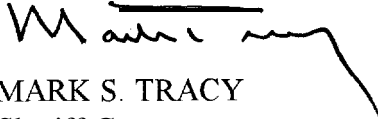
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County Counsel and Risk Management have reviewed and approved the lease agreement for appropriate form and insurance provisions. It is therefore RECOMMENDED that your Board :

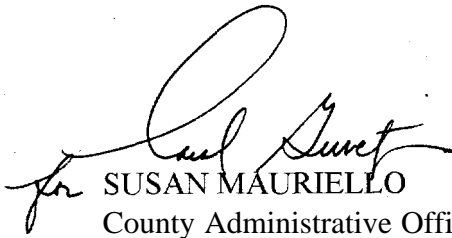
1. APPROVE the attached lease agreement amendment extending the term from 1/1/99 through 12/31/02 and increasing the rent for the period of 1/1/00 to 12/31/02 from seven hundred dollars (\$700) to eight hundred dollars (\$800) per month; and
2. AUTHORIZE the Sheriff-Coroner to sign and execute this lease agreement,

Sincerely,



MARK S. TRACY
Sheriff-Coroner

RECOMMENDED;



SUSAN MAURIELLO
County Administrative Officer

EXTENSION OF LEASE

Landlord: Freedom Centre Properties, L.L.C.
Formerly Freedom Centre Properties, L.P.

Tenant: Santa Cruz County Sheriff Coroner

Location: 2020 Freedom Blvd., Freedom, Ca. 95019

This Extension of Lease is made on February _____, 1999, between Freedom Centre Properties, L.L.C., a California Limited Liability Company ("Landlord"), whose address is 4135 Blackhawk Plaza Circle, Suite #250, Danville, Ca. 94526, and the Santa Cruz County Sheriff Coroner, whose address is 701 Ocean St., Room 340, Santa Cruz, Ca. 95060 who agree as follows:

1. Recitals. This Extension of Lease is made with reference to the following facts and objectives:
 - a. Landlord and Tenant entered into a written Lease dated November 23, 1995 ("the Lease"), in which Landlord leased to Tenant, and Tenant leased from Landlord, premises located in the County of Santa Cruz, within the Freedom Centre, Freedom, Ca., said address commonly known as 2020 Freedom Blvd., Freedom, Ca. 95019. A Lease Extension was entered into on December 17, 1996 and December 1, 1997.
 - b. The term of the Lease expires on December 31, 1998.
 - c. The parties desire to extend the term of the Lease for an additional period of three (3) years under the terms set forth below.
2. Extension of Term. The term of the Lease shall be extended for an additional period of three (3) years commencing January 1, 1999, so that the term of the Lease shall extend to and include December 31, 2001.
3. Minimum Annual Rental. Paragraph 3A of the Lease shall be modified as follows:

Commencing January 1, 1999 and extending through December 31, 1999, Tenant shall pay to Landlord as minimum monthly rent on the first day of the month the sum of one thousand two hundred dollars (\$1,200.00).

Commencing January 1, 2000 and extending through December 31, 2001, Tenant shall pay to Landlord as minimum monthly rent on the first day of the month the sum of one thousand three hundred dollars (\$1,300.00).

In addition to the minimum monthly rent, as additional rent, the Demised Premises shall be responsible for the following:

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i. The proportionate share of all Real Property Taxes and general and special assessments levied against the building and land of which the Demised Premises are **a part**;

ii. The cost to Landlord of the insurance of the Demised Premises, calculated in proportion to the floor area of the Demised Premises compared to the floor area of all retail premises of the Shopping Center covered by such policy.

iii. The Demised Premises proportionate share of the Common Area Charges including all sums expended in connection with common areas for all general maintenance and repairs, resurfacing, painting, re-striping, cleaning, sweeping and janitorial services; maintenance and repair of sidewalks, roofs, curbs, and shopping center signs; sprinkler systems, planting and landscaping; general exterior painting; lighting and other utilities; directional signs and other markers and bumpers; maintenance and repair of any fire protection systems, automatic sprinkler systems, lighting systems, storm drainage systems; canopy, downspout, gutters and any other utility systems; personnel to implement such **services**, real and personal property taxes and assessments on the improvements and land comprising said common areas; adequate public liability and property damage insurance on the common areas and a reasonable allowance to Landlord for Landlord's supervision of said common areas (but said cost of supervision shall not exceed in any calendar year fifteen percent (15%) of the total of the aforementioned expenses for said calendar year. The pro-rata share of the common area expenses for the Demised Premises shall be calculated on the basis that the proportion of the expenses for the square footage of the Demised Premises bears to the total square footage of the entire shopping center.

Commencing on January 1, **1999** and extending through December 31, 1999, the sum of seven hundred dollars (\$700.00) shall be paid by Tenant directly to Landlord, **as** Tenants total and exclusive obligation for all rental costs and related expenses for the Demised Premises.

Commencing January 1, **2000** and extending through December **31, 2001**, the sum of eight hundred dollars (\$800.00) shall be paid by Tenant directly to Landlord, as Tenants total and exclusive obligation for all rental costs and related expenses for the Demised Premises.

In the year 1999, said sum of \$700.00 in minimum monthly rent shall be paid in quarterly **payments** of **\$2,100.00**, said payments to be made on the following dates:

January 1, 1999	\$2,100.00
April 1, 1999	\$2,100.00
July 1, 1999	\$2,100.00
October 1, 1999	\$2,100.00

In the year 2000 and 2001, said sum of \$800.00 in minimum monthly rent shall be paid in quarterly payments of **\$2,400.00**, said payments to be made on the following **dates**:

January 1, 2000	\$2,400.00
April 1, 2000	\$2,400.00
July 1, 2000	\$2,400.00
October 1, 2000	\$2,400.00
January 1, 2001	\$2,400.00
April 1, 2001	\$2,400.00
July 1, 2001	\$2,400.00
October 1, 2001	\$2,400.00

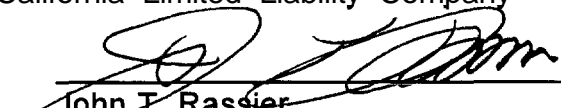
For the years 1999, 2000, and 2001, the remaining portion of the minimum monthly rent totalling five hundred dollars (\$500.00), and all common area charges, property taxes, and insurance payments described in paragraph i, ii, and iii, above shall be subsidized and paid by Freedom Centre and the Tenants located therein other than Santa Cruz County Sheriff Coroner. It is understood and agreed that in no event shall the Santa Cruz County Sheriff Coroner be responsible for any of these additional charges.

4. Effectiveness of Lease. Except as set forth in this Extension of Lease, all the provisions of the Lease shall remain unchanged and in full force and effect.

In witness whereof, the parties hereto have executed this Lease as of the date above first written.

LANDLORD: FREEDOM CENTRE PROPERTIES, L.L.C.
a California Limited Liability Company

by:


John T. Rassier
Managing Member

Date:

Feb 16, 1999

TENANT: SANTA CRUZ COUNTY SHERIFF CORONER

by:

Mark Tracy
Santa Cruz County Sheriff Coroner

Date:

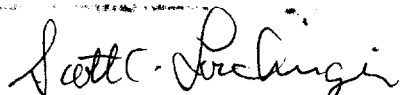
APPROVED AS TO FORM:

By: 
Office of the County Counsel

Approved as to insurance

By: 
Risk Management Division Chief

Date 3-8-99


Chief Real Property Agent

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COUNTY OF SANTA CRUZ
REQUEST FOR APPROVAL OF AGREEMENT

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

FROM: Sheriff-Coroner (Dept.)
W. A. Knutson (Signature) 3-15-99 (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-Coroner's Office (Agency)
Freedom Centre Properties, L.L.C.
and 4135 Blackhawk Plaza Circle, Suite 250, Danville, CA 94526 (Name & Address)
- The agreement will provide office space for Sheriff's community policing service center located in
Freedom, California.
- The agreement is needed because the County does not provide this office space.
- Period of the agreement is from 1/1/99 to 6/30/99
- Anticipated cost is \$4,200 (Fixed amount; Monthly rate, Not to exceed)
- Remarks: 3 year continuing agreement through 12/31/01, extension of current agreement, current
-contract #C081165
- Appropriations are budgeted in 661800 (Index#) 3810 (Subobject)

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

Appropriations are available and have been encumbered. Contract No. C081165A Date 3/17/99
are not will be
Increase of 4,200. - for 98/99
to a new total of \$ 8,400. -
GARY A. KNUTSON, Auditor - Controller
By Linda Chou 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 BAW Date 3-31-99

Agreement approved as to form. Date _____

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

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

*To Orig. Dept. if rejected.