



# county of Santa Cruz

## HUMAN RESOURCES AGENCY

CECILIA ESPINOLA, ADMINISTRATOR

1000 EMELINE ST., SANTA CRUZ, CA 95060

(408) 454-4130 OR 4544045 FAX: (408) 454-4642

August 16, 1999

AGENDA: September 21, 1999

### BOARD OF SUPERVISORS

County of Santa Cruz

701 Ocean Street

Santa Cruz, California

### LEASE AMENDMENT FOR HUMAN RESOURCES AGENCY'S FAMILIES IN TRANSITION PROGRAM

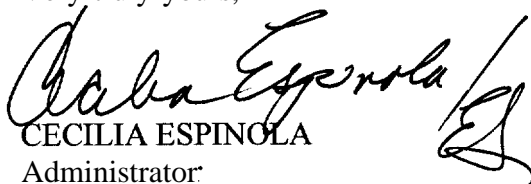
Dear Members of the Board:

Since 1992, the Human Resources Agency has leased office space from the Roman Catholic Bishop of Monterey, California at Holy Cross Church, 210 High Street, for the Families In Transition Program (FIT). This program provides case management and housing assistance services for homeless families with children.

The Human Resources Agency in conjunction with FIT has identified the need to provide additional program space at this location to better accommodate staff and a growing caseload. HRA was able to negotiate an extended three-year lease agreement from August 1, 1999 through June 30, 2002. The new lease amount will be \$21,600 per year, and these funds have been included in HRA's FY 1999/2000 budget. This will replace the current lease, which expires June 30, 2000. The agreement has been approved as to form by County Counsel and Risk Management, signed by the Lessor, and is attached for your information.

IT IS THEREFORE RECOMMENDED that your Board approve the lease agreement in the amount of \$21,600 per year with the Roman Catholic Bishop of Monterey, effective August 1, 1999 through June 30, 2002, and authorize the Human Resources Agency Administrator to sign the agreement on behalf of the County.

Very truly yours,

  
CECILIA ESPINOLA  
Administrator

CE/ES

BOARD OF SUPERVISORS  
Agenda: September 14, 1999  
Lease Agreement for Human Resources Agency's  
Families in Transition Program

2

RECOMMENDED:



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Susan A. Mauriello  
County Administrative Officer

Attachment

cc: County Administrative Office  
Auditor-Controller  
County Counsel  
Risk Management  
Public Works, Real Property  
Lessor

**LEASE AGREEMENT**

This lease agreement is made and entered into as of the 1st day of August, 1999 by and between the COUNTY OF SANTA CRUZ, HUMAN RESOURCES AGENCY hereinafter designated as Lessee and the ROMAN CATHOLIC BISHOP OF MONTEREY, CALIFORNIA hereinafter designated as Lessor.

**IT IS AGREED BETWEEN THE PARTIES HERETO AS FOLLOWS:****1. PREMISES:**

Lessor hereby leases to Lessee, and Lessee hires from Lessor, on terms and conditions hereinafter set forth, those certain premises known as Room No. 103, 105, and 108, situated at 210 High Street, Santa Cruz, California 95060, consisting of approximately eighteen hundred (1800) square feet.

**2. TERM**

The term of this lease shall be for the period from August 1, 1999 through June 30, 2002.

**3. RENT:**

Lessee shall pay to Lessor the sum of Eighteen Hundred dollars (\$1,800) per month, said rent due and payable on the first calendar day of each month. The total cost of the lease shall not exceed the sum of Twenty-One Thousand Six Hundred dollars (\$21,600.00) per year.

**4. UTILITIES:**

Lessor shall pay for water, garbage and all of the utilities supplied to the demised premises during the term of this lease. Telephone expenses, including installation, repairs, and service fees will be the responsibility of Lessee, who will maintain telephone service separate from that of the Lessor.

**5. USE OF PREMISES:**

The demised premises shall be used by the Santa Cruz County Human Resources Agency (HRA).

**6. REPAIRS, ALTERATIONS AND IMPROVEMENTS:**

Without first obtaining Lessor's consent, Lessee, its agents, employees,

contractors or residents shall not make or install any alterations, improvements, additions or fixtures that affect the exterior or interior of the premises or any structural, mechanical, or electrical components on the premises. Such consent shall not be unreasonably withheld.

During the period of this contract and for all general purposes, Lessee shall arrange for and pay for all repairs, maintenance, and improvements, including cleaning of the premises on a regular weekly basis. Under unusual circumstances the payment of repairs, maintenance, and improvements shall be jointly agreed upon by Lessor and Lessee.

**7. LESSOR'S ACCESS TO PREMISES:**

Lessor shall have the right at all reasonable hours, and in time of emergency, at all times to inspect the premises and to make repairs, additions, or alterations mutually agreed upon by the parties hereto.

**8. DAMAGE OR DESTRUCTION:**

In case the premises shall be partially or totally destroyed by fire or other casualty insurable under full standard extended risk insurance so as to become partially or totally untenable, the same shall be repaired or rebuilt as speedily as possible at the expense of the Lessor, unless Lessor shall elect not to repair or rebuild as provided in the following paragraph, and should there be a substantial interference with the Lessee's business. The rent shall be reduced in the proportion that the area of the premises that are not usable bears to the total area of the premises until the premises are repaired or rebuilt.

If more than fifty percent (50%) of the premises shall be destroyed or so damaged by fire or other casualty insurable under full standard extended risk insurance as to become totally destroyed by a cause or casualty other than those covered by fire and extended coverage risk insurance, then, in either event, Lessor may, if it so elects, rebuild or put said building in good condition and fit for occupancy within a reasonable time after such destruction or damage, or it may give notice terminating this lease as of a date not later than thirty (30) days after any such damage or destruction. If Lessor elects to rebuild or repair the building it shall, within thirty (30) days after such damage or destruction, give Lessee notice of its intention to repair or rebuild and then shall proceed with reasonable speed to make the repairs or to rebuild. Unless Lessor elects to terminate this lease, this lease shall remain in full force and effect and the rent shall be reduced in the proportion that the area of the premises that are not usable bears to the total area of the premises until the premises are repaired or rebuilt.

9. **CONDEMNATION:**

If title to all or the premises is taken for any public or quasi-public use under any statute, or by right of eminent domain, or by private purchase in lieu of eminent domain, or if title to so much of the premises will not result in the premises being reasonable suitable for Lessee's continued occupancy for the use and purposes for which the premises are leased, then, in either event, this lease shall terminate on the date that possession of the premises or part of the premises is taken.

All compensation awarded or paid upon a total or partial taking of the fee title of the premises shall belong to the Lessor provided, however, that Lessee shall be entitled to receive any award made for the taking of or damage to Lessee's trade fixtures and any improvements made by Lessee to the premises which Lessee would have had, but for the condemnation, the right to remove or expiration or sooner termination of this lease; and any relocation award that the Lessee would be entitled to.

10. **INDEMNIFICATION:**

- A. Excepting the sole negligence of Lessor and excepting defects in the premises which existed as of the time of occupancy or during Lessee's occupancy under this Lease and not caused or contributed to by Lessee, Lessee shall defend, indemnify and hold Lessor and its trustees, officer, directors, agents, employees, representatives and consultants harmless from and against all claims, damages, losses, and suits for injuries, including death, to any person or damage to any property arising from Lessee's occupancy of the premises.
- B. Lessor shall defend, indemnify and hold Lessee, its officers, agents, employees, and volunteers harmless from and against all claims, damages, losses, and suits for injuries arising from death or injury to any person, or damage to any property arising out of defects, whether latent or patent, in the premises which exist at the time of or during Lessee's occupancy of the premises and not caused or contributed to by Lessee, or arising out of Lessor's sole negligence.

11. **ASSIGNMENT AND SUBLETTING:**

Without Lessor's consent, Lessee shall not assign this lease, or any interest in this lease. Lessor agrees not to unreasonably withhold his consent.

## 12. TERMINATION:

Both Lessee and Lessor have the right to terminate this agreement. Such termination requires 60 days notice by the party terminating the lease.

## 13. OPTION - ONE (1) YEAR OPTION TO RENEW:

Lessee to be given the option to renew this lease for a period of one year subject to all terms and conditions of this lease. Rental for the option period shall be \$1,800 per month.

## 14. NOTICES:

All notices, statements, demands, 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 sufficiently given and served upon the other if sent by certified mail, return receipt requested, postage prepaid and addressed to Lessor as indicated below.

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

LESSEE:  
County of Santa Cruz  
Human Resources Agency  
1000 Emeline Avenue  
Santa Cruz, CA 95060

LESSOR:  
Holy Cross Church  
126 High Street  
Santa Cruz, CA 95060

\_\_\_\_\_  
CECILIA ESPINOLA  
HRA Administrator

*Fr. Michael Marini*  
\_\_\_\_\_  
FR. MICHAEL MARINI  
Pastor

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Approved as to form:

*Lee Sullivan*  
\_\_\_\_\_  
Asst. County Counsel

Approved as to insurance:

*Janet McKinley 8-2-99*  
\_\_\_\_\_  
Risk Management

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0 346

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

FROM: Human Resources Agency (Dept.)  
[Signature] (Signature) 8/16/99 (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 County of Santa Cruz Human Resources Agency (Agency) and Holy Cross Church, 126 High Street, Santa Cruz, CA 95060 (Name & Address)
- The agreement will provide office space for the Families in Transition Program (FIT) at 210 High Street - Rooms #130, #105, #108
- The agreement is needed because no space is available in the County buildings  
Additional space effective 8/1/99
- Period of the agreement is from 8/1/99 to 6/30/00
- Anticipated cost is \$ 20,700 (increase of \$9,900) (Fixed amount; Monthly rate; Not to exceed)
- Remarks: on continuing contract list (Section I) for \$10,800 (\$900mo). Increase space effective 8/1/99 (\$1,800 mo). New contract term: 8/1/99 - 6/30/2002. W-9 on file
- Appropriations are budgeted in 392100 (Index#) 3810 (Subobject)

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

Appropriations are available and 8/19/99 CO 91190 Date CO 91190  
are not CO 91190 CO 91190 Date CO 91190  
GARY A. KNUTSON, Auditor - Controller  
By Linda Chew Deputy

Proposal reviewed and approved. It is recommended that the Board of Supervisors approve the agreement and authorize the ERA Administrator to execute the same on behalf of the Human Resource Agency (Agency).

Remarks: [Signature] (Analyst) By [Signature] County Administrative Officer Date 9/8/99  
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.  
**59**  
ADM - 29 (6/95)

State of California )  
County of Santa Cruz ) ss  
\_\_\_\_\_ 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 \_\_\_\_\_ 19\_\_\_\_\_  
County Administrative Officer  
By \_\_\_\_\_ Deputy Clerk