



County of Santa Cruz ⁰¹²⁹

COUNTY ADMINISTRATIVE OFFICE

701 OCEAN STREET, SUITE 520, SANTA CRUZ, CA 95060-4073

(831) 454-2100 FAX: (831) 454-3420 TDD: (831) 454-2123

SUSAN A. MAURIELLO, J.D., COUNTY ADMINISTRATIVE OFFICER

January 27, 2000

AGENDA: February 8, 2000

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

COPE Centro Familiar Day Care Center

Dear Members of the Board:

In 1977, the County Public Works Department completed the construction of a child care facility located on the Santa Cruz County Fairgrounds. The construction of this facility was funded through the Child Development Facilities Fund as a joint project between the County and the County Office of Education (COE) in order to increase the availability of childcare in South County. Under the terms of the agreement, the title to any real property obtained through these funds was to be held by the County. The County Office of Education was responsible for insurance, maintenance, and repair services. Since its construction, COPE Centro Familiar has operated the facility as a child care center. In September 1999, Luis Villacreces, the Executive Director of COPE, contacted the County Administrative Office with a request to purchase the COPE building from the County.

In 1978, the Mid-County Children's Center was also constructed using the Child Development Facilities Fund monies under a similar arrangement with the County Office of Education. In 1993, the County sold that facility to the Mid-County Children's Center Board of Directors for \$1 .00, with the agreement to continue using the building for five years exclusively for child care services. COPE has requested the same kind of sales agreement that was approved with the Mid-County Children's Center.

The attached contract provides the same agreement as previously approved by your Board for the transfer of the Mid-County Children's Center. Under the terms of the agreement, should COPE decide not to continue providing child care during the next live years, the County Office of Education will be given the opportunity to purchase the building from COPE for \$1 .00. Should COE decline to purchase the building, the County will be given the option to purchase it. Should both the County and COE decline to purchase the building, any proceeds from the sale of the building will be utilized for child care activities in a manner acceptable to the County or the proceeds will be transferred to the County for use in funding child care related activities.

0130

Staff from the County Administrative Office have visited the COPE facility, and believe that the facility itself is very appropriate as a child care facility, but would be of limited use for any other County activity. COPE has provided exemplary service to the South County community since 1977, and this office believes that it is entirely appropriate to transfer ownership of the facility to the COPE Board of Directors.

IT IS THEREFORE RECOMMENDED THAT YOUR BOARD authorize the County Administrative Officer to sign the attached sales agreement with COPE Centro Familiar Day Care Center.

Very truly yours,



Susan A. Mauriello
County Administrative Officer

- cc: Luis Villacreces, COPE
- Marcia Meyers, County Office of Education
- Barney Finley, County Office of Education
- Tamyra Rice, County Counsel

SAM/DP

13

0131

SALE AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS ____ day of _____, 2000, by and between the COUNTY OF SANTA CRUZ, hereinafter referred to as "County", and COPE Centro Familiar Day Care Center, hereinafter referred to as "Center",

1. Center warrants that it is a non-profit corporation organized and existing under the laws of the State of California, and that Luis Villacreces is authorized to execute this agreement on Center's behalf. County warrants that its below listed signatory is authorized to execute this agreement on County's behalf

2. County hereby agrees to sell to the Center for the sum of one dollar and no cents (\$1.00) all its interest in the structure located at 2667 E. Lake Avenue, Watsonville, California (which includes a building with 10 rooms, and all fixtures, built-in appliances, equipment, attached floor coverings, decking, steps, utility services and hookups, and all units attendant to the structure, and any and all other improvements attendant to said building and grounds) (all herein referred to as the "structure"). County agrees to sell said structure to the Center due to the Center's continued occupancy of the structure and provision of child care services for the past 21 years.

3. The right, title, and interest in the aforementioned structure to be conveyed shall not exceed that vested in the County, and said structure shall be conveyed subject to all existing easements, covenants, conditions, restrictions, reservations, and all other encumbrances, whether the same be recorded or unrecorded.

4. Center agrees that the aforementioned structure will be used exclusively for child care related activities or in furtherance of operations as a child care center for five (5) years following the effective date of this agreement. If the structure is not so used during said five (5) year period, Center agrees that, at the option of the Santa Cruz County Office of Education, Center will transfer its right, title, and interest in the structure to County Office of Education for the sum of one dollar and no cents (\$1.00). Should the County Office of Education forego the option to purchase the structure, the Center agrees that, at the option of the County, Center will transfer its right, title and interest in the structure back to the County for one dollar (\$1.00). Should the County forego the option to repurchase the structure and the Center sells the building during said five year period, the Center agrees either to utilize all of the proceeds of the sale for child care related activities in a manner which is acceptable to the County or to transfer said proceeds to the County for funding of child care related activities. This reversion provision shall automatically expire and be of no force or

effect without any further action upon conclusion of said five (5) year period.

5. The structure described herein is proposed to be conveyed on an "as is" basis, and County makes no warranty, claim, or guarantee, of any kind, as to the condition and/or possible uses of the structure.

6. During the five (5) year period, Center agrees to maintain fire insurance for the structure in the amount of \$300,000. Center has already or shall cause to be submitted to the County Administrative Officer a certificate of such insurance prior to the effective date of this agreement.

7. During the five (5) year period, in the event of damage causing partial or total destruction of the structure where said fire insurance proceeds are made available to the Center to pay for all or part of the cost of repairing or replacing said damage, the Center agrees to elect one of the following alternatives: (1) promptly repair or replace the structure with the Center paying the cost to the extent insurance proceeds are not available; (2) utilize the insurance proceeds for child care related activities in a manner which is acceptable to the County, said approval by the County shall not be unreasonably withheld; or (3) transfer all said insurance proceeds to the County which agrees to utilize the funds received for child care related activities.

8. Center agrees that it shall pay any and all costs, fees, assessments, and other charges connected with the sale and transfer of the County's interest in said structure.

9. Center hereby deposits the full purchase price of one dollar and no cents (\$1.00). County will cause to be delivered to Center a Bill of Sale and Transfer of All Interest in Building Structure and Attendant Improvements which is properly executed by the County through an agent duly authorized by the County.

10. This agreement shall be binding on all parties having any right, title, or interest in the structure or any part thereof, their heirs, successors, and assigns,

11. This agreement shall be effective as of January 1, 2000.

12. This agreement constitutes the entire understanding and agreement between the parties respecting the subject matters contained herein, supersedes any and all prior oral or written agreements regarding such subject matters, and there are no duties or obligations or rights concerning such subject matters other than as expressly set forth herein. No waiver, modification, or addition to the agreement shall be binding unless expressed in writing and signed by each of the parties hereto.

13. Center's acceptance of this sale and entry into this sale agreement is subject to and contingent upon the following:

- (a) Entering into written lease agreements with the owners of the real property

0133

upon which the structure is located, upon terms which are acceptable to the Center by January 1, 2000.

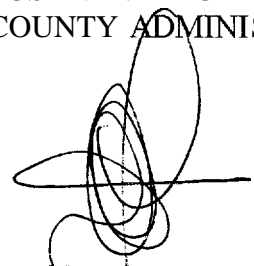
IN WITNESS WHEREOF, this agreement has been executed as of the date first set forth above.

COUNTY OF SANTA CRUZ

By: _____
SUSAN A. MAURIELLO
COUNTY ADMINISTRATIVE OFFICER

Dated: _____

COPE



By: _____
LUIS VILLACRECES
EXECUTIVE DIRECTOR of
COPE CENTRO FAMILIAR
DAY CARE CENTER

Dated: 01/17/2000

Approved As To Form:



TAMYRA RICE
Assistant County Counsel