



HEALTH SERVICES AGENCY  
ADMINISTRATION

# COUNTY OF SANTA CRUZ

## HEALTH SERVICES AGENCY

P.O. BOX 962, 1080 EMELINE AVENUE  
SANTA CRUZ, CA 95061  
(408) 454-4066 FAX: (408) 454-4770  
TDD: (408) 454-4123

February 29, 2000

AGENDA: March 21, 2000

Board of Supervisors  
County of Santa Cruz  
701 Ocean St.  
Santa Cruz, CA 95060

RE: APPROVAL OF USE AGREEMENT - COMMUNITY CONNECTION

Dear Board Members:

In March of 1994, your Board approved a use agreement with the Volunteer Center of Santa Cruz County. This agreement provides for utilization of County-owned property at 300 Harvey West Blvd. In Santa Cruz for the Volunteer Center's Community Connection program.

The County charges a monthly use fee to Community Connection for the use of this property. This fee has historically been determined to be equal to the cost of loan repayment insurance premiums and a maintenance reserve established when the property was originally purchased with loan assistance from the California Health Finance Authority (CHFA). The monthly use fee is currently \$5,051 per month.

Since April, 1999, Community Connection has continued to occupy the 300 Harvey West Blvd. Facility on a month-to-month basis pending negotiation of a new long-term use agreement. A simplified five-year use agreement that standardizes the monthly use fee has been negotiated and is attached for your Board's review and approval. The draft language in the attached agreement has been reviewed by County Counsel and is consistent with similar use agreements in effect with other contract programs.

It is therefore RECOMMENDED that your Board:

Approve the attached use agreement with the Volunteer Center of Santa Cruz County which provides for utilization of County-owned property at 300 Harvey West Blvd. in



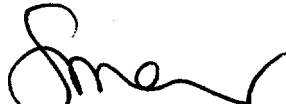
Santa Cruz contingent on payment of a monthly use fee in the amount of \$5,051 per month.

Sincerely,



Rama Khalsa, Ph.D.  
HSA Administrator

RECOMMENDED:



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Susan A. Mauriello  
County Administrative Officer

Attachment

Cc: County Administrative Office  
Auditor-Controller  
County Counsel  
HSA Administration  
General Services  
Community Connection

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0133

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

FROM: Health Services Agency (Dept.)  
[Signature] (Signature) 3/9/00 (Date)

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

1. Said agreement is between the County of Santa Cruz - Health Services Agency (Agency)  
and. Volunteer Center's Community Connection program (Name & Address)

2. The agreement will provide use of facility at 300 Harvey West Blvd.

3. The agreement is needed, to provide for above services

4. Period of the agreement is from April 1, 2000 to March 31, 2005

5. Anticipated cost is \$ N/A (Fixed amount; Monthly rate; Not to exceed)

6. Remarks: \_\_\_\_\_

7. Appropriations are budgeted in N/A TRUST # 01311 (Index#) REV # 97214 (Subobjec

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

Appropriations are available and have been encumbered. Contract No. R-553 Date 3/9/2000  
are not available and will be encumbered. N/A  
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 HSA Administrator to execute the same on behalf of the County of Santa Cruz Health Services Agency (Agency).

Remarks: \_\_\_\_\_  
By [Signature] County Administrative Officer Date 3/10/00  
[Signature] (Analyst)

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'ord \_\_\_\_\_  
in the minutes of said Board on \_\_\_\_\_ County Admini \_\_\_\_\_  
\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_

USE AGREEMENT

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COUNTY OF SANTA CRUZ  
and  
VOLUNTEER CENTER OF SANTA CRUZ **COUNTY**  
300 HARVEY WEST BOULEVARD  
SANTA CRUZ, CA  
(TRUST FUND: #01311)  
(REVENUE ACCOUNT: #97214)

This Use Agreement, made and entered into this 1st day of April, 2000, by and between Volunteer Center of Santa Cruz (DBA Community Connection), hereinafter referred to as "Contractor", and County of Santa Cruz, hereinafter referred to as 'County.'

1. Utilization of Property. Contractor shall use the property herein for the purpose of administering and conducting the programs of the Volunteer Center of Santa Cruz County, and for any other reasonably related purposes.
2. Description of Premises. Contractor shall have use and possession of the premises as described in Exhibit A, hereinafter collectively the "premises."
3. Use Fee. It is agreed and understood that Contractor shall pay the County of the use of said property for an annual use fee in the amount of **\$60,612.00**, payable in monthly installments of \$5,051 .00 on the first day of each month, effective April 1, 2000.
4. Term. The Term of the Agreement shall be for five (5) years commencing April 1, 2000, and ending March 31, 2005, unless terminated as hereinafter provided at Paragraph 9.
5. Waste. Contractor agrees not to commit, suffer, or permit any waste on said property. Contractor further agrees to comply with all state laws, local ordinance or other government regulations pertaining to the use of the property which may be required by the proper authorities.
6. Liability. Contractor agrees to indemnify, defend, and hold harmless the County, its officers, employees and agents from and against any and all claims, demands, costs, liability, and actions arising out of the use, activities or premises of Contractor.
  - a. General Liability Insurance. Contractor shall maintain during the term of this contract comprehensive general liability insurance. Such insurance shall be in an amount not less than \$1 ,000,000 per occurrence, combined single limit. The comprehensive general liability insurance shall include complete personal injury and property damage coverage and shall include contractual liability coverage reasonably sufficient to meet any potential liability arising out of this Agreement and the hold harmless clause herein.

All **such** insurance shall name the County as an additional insured and shall include cross liability in favor of the County. Such insurance shall not be subject to cancellation, reduction in coverage or refusal to renew with less than thirty

days advance written notice to the County. Contractor shall submit to the County Auditor-Controller a certificate of such insurance on a County certificate form.

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b. Worker's Compensation Insurance. Contractor shall maintain Worker's Compensation insurance in conformance with the Worker's Compensation Laws of the State of California during the term of this Agreement. Contractor shall submit to the County Auditor-Controller a certificate of such insurance.

7. Utilities. Contractor shall make arrangements for and pay for all utilities and services furnished to or used by it, including, without limitation, gas, electricity, water, telephone service, and trash collection, and for all connection charges.

a. Maintenance. Except for major maintenance requirements, Contractor at its sole cost and expense and without cost to County, shall maintain and preserve the premises in good repair and working order, and shall perform the functions of routine maintenance, repair and preservation of the premises.

Major maintenance requirements shall be limited to the following: roof repairs or replacement HVAC system replacement, exterior building painting, repairs and resurfacing of parking areas, repairs to unexposed plumbing and electrical, structural repairs involving foundation, exterior walls and bearing walls.

Routine maintenance, repair and preservation of the premises shall include, but not be limited to, the following: custodial services, grounds maintenance including operation and repair of any sprinkler systems, drainage systems (excluding the subsurface drainage system located behind the facility), cleaning and replacement of interior furnishings, interior painting, repair of electrical and plumbing fixtures, repair of appliances, repair of windows, shades or awnings, and repair of all miscellaneous hardware such as doors, locks and built-in cabinets. If problems develop in HVAC equipment, plumbing, electrical or drainage system, which can be adjusted or repaired by an outside service call, Contractor shall arrange for necessary service work.

There will be no substantial alteration in the improvements without the consent of County and such consent shall not be unreasonably withheld. Title to all personal property placed in the facility by Contractor shall remain in Contractor. The Contractor may relocate a portable building, no larger than 24 ft. by 60 ft. on the premises after applying and receiving any appropriate permits. At the expiration or other termination of this Use Agreement, and at the election of the County, such structure shall be removed and the premises shall be restored to its original condition at the sole expense of the Contractor.

9. Termination. This Agreement may be terminated by either party without cause upon one hundred twenty (120) days prior written notice.

10. Amendments. Notwithstanding anything contained herein to the contrary, the provisions of this Agreement may be altered, changed, or amended in **writing** by mutual consent of the parties hereto.

1. Default. The violation by Contractor of any of the terms or conditions set forth herein shall constitute a default and cause for cancellation of this Agreement. County shall notify Contractor in writing of any alleged defaults and Contractor will be given thirty (30) days in which to cure the default.

12. Reimbursement for Property and Fire Damage Insurance. The County shall procure and maintain throughout the term of this Agreement property damage and fire insurance against loss or damage to the premises and fixtures therein, said policy to be on a replacement cost basis. Contractor shall reimburse the County for the cost of such insurance and said costs shall be included as part of the use fee. Contractor shall be responsible for maintaining insurance coverage for all personal property on the premises not fixed assets or fixtures purchased pursuant to the contract between County and Contractor as provided in Section 8. 136
13. Right of Inspection. The County, its agents, the California Health Facilities Financing Authority, Security Pacific Bank and Swiss Bank Corporation shall have the right at all reasonable times during business hours to enter into and upon the premises for the purpose of inspecting the premises. County shall notify Contractor twenty-four (24) hours in advance of such visits and inspections.
14. Waiver of Relocation Benefits. Contractor understands that the property used herein was acquired pursuant to a financing and lease arrangement with the California Health Facility Financing Authority and that Contractor's occupancy under this Agreement is contingent upon the lease agreement between the County and California Health Facility Financing Authority.
15. Taxes and Assessments. Contractor agrees to pay before delinquency all lawful taxes, assessments, fees, or charges which at any time may be levied by the State, County, or any tax or assessment levying body on any possessory right which Contractor may have in or to the Premises or to the improvements thereon by reason of its ownership, use, or occupancy thereof or otherwise, as well as all taxes, assessments, fees and charges on commodities, goods, merchandise, fixtures, appliances, equipment and property owned by it in, on, or about the Premises.
16. Assignment Prohibited without County Permission. Contractor shall not, without the prior written consent of County, either voluntarily or involuntarily assign or encumber its interests in this Agreement or in the premises, or sublet all or any part of the premises, or allow any other person or entity, (except Contractor's authorized representatives), to occupy or use all or any part of the premises, and any such assignment, subletting or encumbering shall be a breach of this Agreement and cause it to be void.
17. Damage or Destruction of Premises.
- a. The Use payments shall be abated proportionately during any period in which by reason of any damage or destruction (other than by condemnation which is hereinafter provided for and other than for any damage or destruction caused by the Contractor or its agents or employees) there is a substantial interference with the use and possession of the premises by the Contractor, in the proportion which the value of that portion of the premises rendered unusable bears to the value of the whole of the premises prior to such damage or destruction. Such abatement shall continue for the period commencing with such damage or destruction and ending with the substantial completion of the work of repair or reconstruction. Such abatement shall not reduce the amount of rental payable hereunder to an amount less than the pro rata of the use fee or the portion thereof available to the Contractor for occupancy.



- b. In the event of a partial destruction of the premises, during the said term, from any cause, County shall forthwith repair the same provided County determines that such repairs can be made within one hundred and twenty (120) days under the laws and regulations of State, Federal, County or Municipal authorities. If County determines that such repairs cannot be made within one hundred and twenty (120) days, County may, at its option, make such repairs within a reasonable time.
- c. If at any time during the term of this Agreement there is damage to the premises to the extent that the cost of repair is 50% or more of the replacement cost of the premises or to the extent that Contractor is prevented from performing its contractual obligations for the County, Contractor may terminate the Agreement as provided in Section 9 of this Agreement.

18. Eminent Domain. If the whole of the premises shall be taken under the power of eminent domain, the term of the Agreement shall cease as of the day possession shall be so taken. If less than the whole of the premises shall be taken temporarily under the power of eminent domain:

- (1) This Agreement shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary, and
- (2) There shall be a partial -abatement of the use fee in the proportion which the value of that portion of the premises taken bear to the value of the whole of the premises prior to such taking; provided that in no event shall such abatement reduce the amount of the use fee payable hereunder to an amount less than the pro rate use fee of the premises or the portion thereof available to the Contractor for occupancy.

19. All notices and payments under this Agreement shall be delivered to the following County representative:

Roy Holmberg, Director  
 General Services – County of Santa Cruz  
 Government Center  
 701 Ocean Street  
 Santa Cruz, CA 95060


IN WITNESS WHEREOF, on the day and year first above written, the parties hereto have caused this Agreement to be executed.

CONTRACTOR:

COUNTY:

Volunteer Center of Santa Cruz County

County of Santa Cruz

By: 

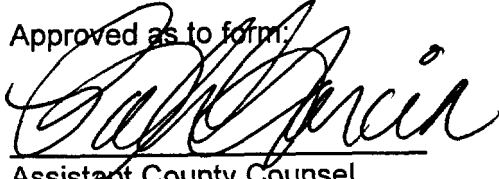
By: \_\_\_\_\_

Date: March 14, 2000

Date: \_\_\_\_\_



Approved as to form:



Assistant County Counsel

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Distribution:

Auditor-Controller

County Counsel

County Administrative Officer

Health Services Agency

General Services Dept.

Volunteer Center of S.C. County

