



# County of Santa Cruz<sup>0067</sup>

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## GENERAL SERVICES DEPARTMENT

701 OCEAN STREET, SUITE 330, SANTA CRUZ, CA 95060-4073

(831) 454-2718 FAX: (831) 454-2710 TDD: (831) 454-2123

ROY HOLMBERG, DIRECTOR

May 11, 2000

AGENDA: June 6, 2000

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

### APPROVE LEASE AGREEMENTS WITH BONNY DOON FIRE & RESCUE, INC.

Dear Members of the Board:

In March of 1971 your Board approved a twenty-five (25) year lease agreement between the County and the Bonny Doon Civil Defense Fire Team (currently named Bonny Doon Fire and Rescue, Inc.) for the County fire station property located at 975 Martin Road in Bonny Doon.

The lease agreement allowed for the Bonny Doon Fire Team to solicit donations and conduct community fund-raisers as a non-profit organization in order to raise money for fire protection equipment and construction of the fire station. The lease also provided that the County would provide the premises with public liability, fire and extended insurance coverage under its general insurance policy. The agreement required an annual lease payment of one dollar (\$1 .00) from the Bonny Doon Fire Team to the County.

As your Board is aware, construction of a new fire station at 7276 Empire Grade Road in Bonny Doon is currently underway. As identified prior to the beginning of the project, additional funds are necessary for its completion. To this end, the Bonny Doon Fire Team and community members plan to provide materials and labor not available under the County's available funding. In order to solicit donations and conduct fund-raising events as a non-profit organization, the fire team is requesting a lease similar to the 1971 Martin Road Station Agreement, including an annual payment of one dollar (\$1 .00).

County staff, including County Counsel and Risk Management, have worked on new agreements (attached) which renew the Martin Road Station Lease and establish a new lease for the Empire Grade station. Both lease agreements provide that the Bonny Doon Fire Team will function as a volunteer fire team and as part of the County Fire Department. The team is proposing a forty (40) year initial term with an option to renew for an additional ten (10) year term for the new Empire Grade station, and renewal of the lease for the Martin Road station for an additional twenty-five (25) year term with a ten (10) year option.

Board of Supervisors  
Agenda: June 6, 2000  
County Fire Lease Agreements  
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The fire team and County staff have requested a longer term lease to reflect the significant commitment by the fire team's volunteer fire fighting service and mandatory training obligation, as well as the contributions by community members of major donations toward completion of the new fire station. The County will continue to provide insurance coverage under a general liability policy including liability coverage for community fund-raising activities, such as breakfasts and barbecues.

It is therefore RECOMMENDED that your Board:

1. Approve the renewal of the lease agreement between the County and Bonny Doon Fire/Rescue, Inc. for the fire station located at 975 Martin Road, for twenty-five (25) years at an annual fee of \$1 .00;
2. Approve the lease agreement between the County and Bonny Doon Fire/Rescue, Inc. for the fire station located at 7276 Empire Grade Road for forty (40) years at an annual fee of \$1 .00; and,
3. Accept payment in advance in the amount of \$65.00 for initial terms of both lease agreement.

Sincerely,

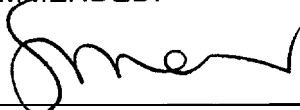


ROY K. HOLMBERG  
Director

RKH:NCG:JP:mmc

Attachments: ADM 29 (2) and Lease Agreements (2)

RECOMMENDED:



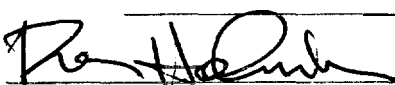
SUSAN A. MAURIELLO  
County Administrative Officer

cc: County Fire Department  
Auditor-Controller  
County Counsel  
Risk Management  
General Services - Fiscal

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0009

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

FROM: General Services/County Fire (Dept.)  
 (Signature) (Date)

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

1. Said agreement is between the County of Santa Cruz - County Fire Department (Agency)  
and Bonny Doon Volunteer Fire/Rescue, Inc. - - - - - (Name & Address)
2. The agreement will provide lease of Count-Fire Station at one dollar (\$1.00) per year at  
7276 Empire Grade Road, Bonny Doon, CA
3. The agreement is needed to formalize forty (40) year lease agreement
4. Period of the agreement is from July 1, 2000 to June 30, 2001 - Continuous
5. Anticipated ~~cost~~ <sup>revenue</sup> is \$ 1.00 per year (40 years payment in advance) (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue Agreement - (\$40 for 40 years to be paid in advance - June 2000)
7. Appropriations are budgeted in 304100 (Index#) 0440 (Subobject)

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

Appropriations ~~are~~ <sup>are not</sup> available and ~~have been~~ <sup>will be</sup> encumbered.  
N/A

Contract No. R-725 Date 5/25/00  
GARY A. KNUTSON, Auditor - Controller  
By Ronald J. Silva 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: County Administrative Officer  
By Bob Date 5-25-00  
(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.

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 \_\_\_\_\_

\_\_\_\_\_ 19 \_\_\_\_\_ By \_\_\_\_\_ County Administrative Officer  
Deputy Clerk

24

LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the County of Santa Cruz, hereinafter called Lessor, and the Bonny Doon Volunteer Fire/Rescue, Inc., a non-profit corporation, hereinafter called Lessee,

WITNESSETH:

IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Description of Premises. Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, a portion of Lessor's property at the intersection of Empire Grade and Felton-Empire Grade in the Bonny Doon area, County of Santa Cruz, State of California, more specifically identified as 7276 Empire Grade Road, APN 80-251-31.

2. Term. The term of this Lease shall be for Forty (40) years, commencing on \_\_\_\_\_, 2000, and terminating on \_\_\_\_\_, 2040, provided that the Lessee shall have an option to renew the said premises for an additional ten-year term by giving written notice of such option to renew on or before ninety (90) days prior to the end of the original term.

3. Rent. Lessee shall pay Lessor as rent for the property leased herein the sum of One Dollar (\$1 .00), payable to the Lessor annually, in advance.

4. Utilization of Property. It is agreed by the parties that the use of the property shall be restricted to the construction of a firehouse, the storage and maintenance of fire fighting equipment and

apparatus, the training of personnel in fire control and fire prevention activities, and civic<sup>0071</sup> activities or occasional fundraising functions such as barbecues or breakfasts for the local citizenry. It is additionally agreed by the parties that after construction of the interior is completed and during an officially declared emergency, the firehouse may be designated to serve as a disaster center. The abandonment of the use of the leased premises by the Lessee for fire prevention and control shall immediately cause a termination of this lease.

5. Expense of Construction of Firehouse. Lessor shall bear the entire expense of all site work, construction and other improvements, including labor, materials and services, which are performed or supplied in the erection and construction of a firehouse on the premises under the contract between Santa Cruz County and Watsonville Construction Company. Lessee shall provide volunteer labor and may provide materials and/or services available for donation to complete the portions of the building interior not included in the contract between Santa Cruz and Watsonville Construction Company.

6. Utility Service Payments. Lessor shall be responsible for the payment when due of all water, electricity, gas and other utility service charges accruing or payable in connection with Lessee's use of said property during the term of this lease.

7. Assignment. Lessee shall not assign or sublet this lease to any other party without the prior written consent of Lessor.

8. Insurance. Lessor shall provide general liability, fire and extended insurance coverage for the premises, including any improvements constructed thereon.

9. Maintenance. Lessee agrees to maintain the firehouse premises and any improvements related to the firehouse constructed thereon in a good state of repair and condition.

10. Termination by Formation of Special Taxing Area or District for Fire Protection. In the event a special taxing area or district for fire protection purposes is established which includes all of the

Bonny Doon School District which is the service area of the Lessee, this agreement shall terminate upon the establishment of such an area or district.

11. Disposition of Improvements upon Termination of Lease. All permanent improvements of the leased premises shall, upon the end of the term of this lease, or sooner termination thereof, vest in the Lessor.

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

COUNTY OF SANTA CRUZ, LESSOR

*Approved as to Form:*

By Marie Costa 5-4-00  
Santa Cruz County Counsel

By \_\_\_\_\_

BONNY DOON VOLUNTEER FIRE/RESCUE, INC.

*Approved as to Insurance:*

By Janet McKinley 5-4-2000  
Santa Cruz County Risk Management


By Donita E. Springmeyer

Donita E. Springmeyer, Chairperson, for the  
Board of Directors

COUNTY OF SANTA CRUZ  
REQUEST FOR APPROVAL OF AGREEMENT

0073

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

FROM: General Services / County Fire (Dept.)  
 (Signature) \_\_\_\_\_ (Date)

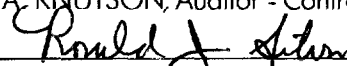
The Board of Supervisors is hereby requested to approve the attached agreement and authorize the execution of the same.

1. Said agreement is between the County of Santa Cruz - County Fire Department (Agency)  
and, Bonny Doon Volunteer Fire/Rescue, Inc. (Name & Address)
2. The agreement will provide lease of County Fire Station at one dollar (\$1.00) per year at  
975 Martin Road. Bonny Doon
3. The agreement is needed to formalize twenty-five (25) year lease agreement
4. Period of the agreement is from July 1, 2000 to June 30, 2001 - continuous
5. Anticipated ~~cost~~ <sup>revenue</sup> is \$ 1.00 per year - 25 years payment in advance (Fixed amount; Monthly rate; Not to exceed)
6. Remarks: Revenue Agreement - (\$25.00 for 25 years to be paid in advance - June 2000)
7. Appropriations are budgeted in 304100 (Index#) 0440 (Subobject)

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

Appropriations ~~are~~ <sup>are not</sup> available and ~~have been~~ <sup>will be</sup> encumbered.

N/A

Contract No. R-726 Date 5/25/00  
GARY A. KNUTSON, Auditor - Controller  
By  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  Date 5-25-00  
County Administrative Officer

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 order duly entered  
in the minutes of said Board on \_\_\_\_\_

By \_\_\_\_\_ Deputy Clerk

24

LEASE

THIS LEASE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2000, by and between the County of Santa Cruz, hereinafter called Lessor, and the Bonny Doon Volunteer Fire/Rescue, Inc., a non-profit corporation, hereinafter called Lessee,

WITNESSETH:

IT IS AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Description of Premises. Lessor hereby leases to Lessee, and Lessee hires from Lessor, on the terms and conditions hereinafter set forth, the fire house constructed by Lessee on that certain property at 975 Martin Road in the Bonny Doon area, County of Santa Cruz, State of California, more specifically identified as Assessor's Parcel Number 063-061-29.

2. Term. The term of this Lease shall be for Twenty-five (25) years, commencing on \_\_\_\_\_, 2000, and terminating on \_\_\_\_\_, 2025, provided that the Lessee shall have an option to renew the said premises for an additional ten-year term by giving written notice of such option to renew on or before ninety (90) days prior to the end of the original term.

3. Rent. Lessee shall pay Lessor as rent for the property leased herein the sum of One Dollar (\$1 .00), payable to the Lessor annually, in advance.

4. Utilization of Property. It is agreed by the parties that the use of the property shall be restricted to the use and maintenance of the firehouse, the storage and maintenance of fire fighting



equipment and apparatus, the training of personnel in fire control and fire prevention activities<sup>0075</sup>, and civic activities or occasional fundraising functions such as barbecues or breakfasts for the local citizenry. The abandonment of the use of the leased premises by the Lessee for fire prevention and control shall immediately cause a termination of this lease.

5. Expense of Construction of Firehouse. Under the terms of the April 6, 1971 Lease between the Lessor and Lessee, Lessee bore the entire expense of site work and construction, including labor, materials and services in connection with the construction during 1971 and 1972 of the existing fire station on land donated to the Lessor for the construction of a fire station.

6. Utility Service Payments. Lessor shall be responsible for the payment when due of all water, electricity, gas and other utility service charges accruing or payable in connection with Lessee's use of said property during the term of this lease.

7. Assianment. Lessee shall not assign or sublet this lease to any other party without the prior written consent of Lessor.

8. Insurance. Lessor shall provide general liability, fire and extended insurance coverage for the premises, including any improvements constructed thereon.

9. Maintenance. Lessee agrees to maintain the firehouse premises and any improvements constructed thereon in a good state of repair and condition.

10. Termination by Formation of Special Taxina Area or District for Fire Protection. In the event a special taxing area or district for fire protection purposes is established which includes all of the Bonny Doon School District which is the service area of the Lessee, this agreement shall terminate upon the establishment of such an area or district.

11. Disoosition of Imorovements upon Termination of Lease. All permanent improvements of the leased premises shall, upon the end of the term of this lease, or sooner termination thereof, vest in the Lessor.

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

COUNTY OF SANTA CRUZ, LESSOR

*Approved as to Form:*

By Marie Costa 5-4-00

Santa Cruz County Counsel

By \_\_\_\_\_

BONNY DOON VOLUNTEER FIRE/RESCUE, INC.

*Approved as to Insurance*

By Jarret McKinley 5-4-2000

Santa Cruz County Risk Management

By Donita E. Springmeyer

Donita E. Springmeyer, Chairperson, for the  
Board of Directors